



CALL FOR BIDS

BID NO: ECDC ECDC/INFRA/18/102023

BID SUBJECT: REFURBISHMENT OF ZWELITSHA COMPLEX

Consisting Of:

- The Tender (Returnable) - This Document
- The Bills of Quantities - This Document
- Drawings
- Specification Document
- Construction Health and Safety Specification

BIDDER NAME:

CSD No. :

CRS No :

CLOSING DATE:	27 NOVEMBER 2023
CLOSING TIME:	12h00

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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 style="padding-left: 40px;">(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 style="padding-left: 40px;">(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 style="padding-left: 40px;">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	Means 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 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.

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
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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 5GB or higher for the Refurbishment of Zwelitsha Complex, Zwelitsha in the Eastern Cape.

The site is in Zwelitsha, Eastern Cape, South Africa.



Zwelitsha Complex - GPS co-ordinates of the site Lat: 32°54'53.76"S Lon: 27°25'10.10"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 in order be evaluated T2.1 (**Mandatory List of Tender Returnables**)
- b) **It is estimated that bidders should have a CIDB grading of 5GB 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.**

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, Treasury, Load on ECDC Website for 30 Days after Advert	N/A
2.	Compulsory Briefing Meeting	A compulsory briefing meeting to be held at the ECDC Zwelitsha Complex in Zwelitsha on the 8th of November 2023 starting at 11h00. Lat: 32°54'53.76"S Lon: 27°25'10.10"E	
3.	Last day of questions	5 days before closing date	16H00
4.	Final date of submission of bids	27 November 2023	12h00
5.	Bid Validity	120 days	

6.1. Briefing Session and Site Location

A compulsory briefing meeting to be held at the ECDC Zwelitsha Complex in Zwelitsha on the 8th of November 2023 starting at 11h00.

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

Communication with the Bidders and any clarity on Queries 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.
- 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 T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2 : Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond C1.4 - Adjudicator’s contract</p> <p>Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities C2.3 - Drawings C2.4 – Electrical BOQ</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Health and Safety Specification C4.1 - Health and Safety Specification</p>

A.1.4	<p>During Tender stage all communication shall be through the Procurement Department for attention: 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 and 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 5GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
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 tenderer 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 initialed.</p>

<p>A.2.13.5 A.2.15.1</p>	<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 style="margin-left: 40px;">Bid Reference Number: ECDC/INFRA/18/102023</p> <p style="margin-left: 40px;">Project Name: REFURBISHMENT OF ZWELITSHA COMPLEX</p> <p style="margin-left: 40px;">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>
<p>A.2.13.6 A.3.5</p>	<p>Not Applicable for this Bid</p> <p>A two-envelope procedure is required.</p>
<p>A.2.13.9</p>	<p>Telephonic, email, telegraphic, telex, email, or facsimile tender offers will not be accepted.</p>
<p>A.2.15</p>	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
<p>A.2.16</p>	<p>The tender offer validity period is 120 days.</p>
<p>A.2.18</p>	<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>
<p>A.2.19</p>	<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>
<p>A.2.20</p>	<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>
<p>A.2.22</p>	<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</p> <p>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	<p>The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.</p>
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	<p>Not Applicable</p> <p>The financial offer will be reduced to a comparative basis.</p>
A.3.11.2	<p>Not Applicable for this Bid</p> <p>The procedure for the evaluation of responsive tenders is Method 1</p>

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	The number of paper copies of the signed contract to be provided by the employer is one (1).

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	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. This stage also involves the 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. Bidders to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: Summary Schedule (Annex C)
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).
Stage 3	Preferential Procurement Points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

1.1. STAGE 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> 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. 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. 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> 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>	<p>Yes</p>	<p>Yes</p>

	<p><u>JV's and Consortium</u></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>		
2.	<p>Tax Compliance Requirements:</p> <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.	<p>CIDB Requirements:</p> <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 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.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <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 6GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>ECDC will verify whether the Bidders have an active and valid CIDB registration as required above</p>	Yes (Evaluation Stage)	Yes 5GB or higher
4.	<p>Annexure A – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</p>	Yes	Yes
5.	<p>Annexure G .– C.1.1 Form of Offer and Acceptance Offer; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</p>	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 E: Preference Point Claim in terms of the Preferential Procurement Regulations 2022 (Completed and Signed by the Delegated Authority) CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document. 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. 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.	No	Yes
9.	ANNEXURE F: Declaration of Local Content (SBD 6.2) including annex C template (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
10.	Declaration with regards to Company/Firm Location 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. 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. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.	No	Yes
11.	Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if: a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document. 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).	Yes	Yes

12.	Priced Bills of Quantities completed in black ink.	Yes	Yes
The following will be applicable to Joint Ventures/Consortium			
	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
	Letter of Authority of Signatory (individual) authorizing the Signatory to sign on behalf of the Consortium/JV. 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).	Yes	Yes

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. A Proposed Project Execution Plan & Program to proceed with works with occupied buildings within 14 days upon appointment.
6. Submission of a Construction Works Insurance 14 days upon appointment.
7. No correction fluid to be used and all errors to be initialed.

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

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. The ECDC make provision for the promotion of local production and content.

1.2. The ECDC 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 two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage 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

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%

3.1 The stipulated minimum threshold percentages for local production and content in respect of bagged and bulk cement produced using locally produced raw materials are as follows:

Cement type	Description	Application	Stipulated Minimum Threshold
Cem I	Pure portland cement with a 95-100% clinker.	All civil and building construction as appropriate	100%
Cem II	Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	All civil and building construction as appropriate	100%
Cem III	blast furnace cement, 50% OPC, 50% blast furnace slag	All civil and building construction as appropriate	100%
Cem IV	pozzolanic cement, OPC and fly ash	All civil and building construction as appropriate	100%
Cem V	composite cement: slag and ash cement. Blended cements with more than one blending material	All civil and building construction as appropriate	100%
Masonry cement	Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	use in mortar, brick, block, and stone masonry construction	100%

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

.....

WITNESSES:

1.

2.

1.2. 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

COMPANY EXPERIENCE (Read with Schedule T.2.2.2(a) requirements) (30 points max)	Allocated Points
Bidders to submit reference letters of completed similar (general building) projects completed as stipulated below:	
- 5 or more similar projects	30
- 4 similar projects	20
- 3 similar projects	15
- 2 similar projects	10
- Less than 2 similar projects	0
<u>Document to be submitted for points allocation.</u>	
The Bidder must demonstrate that they have the relevant experience in general building works when submitting completed T.2.2.2 (a) reference forms or reference letters and/or completion certificates of completed general building works (Read with Schedule T.2.2.2(a) requirements)	
Reference letter 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 	

EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL - CVs of other Key Personnel to be included in Returnables (30 points max)	
Bidder must submit certificate of qualification (Built Environment) and CV's indicating experience gained.	
Construction Manager with relevant tertiary qualifications from a Built Environment Faculty (National Diploma or Higher)	
- 10 years or more experience on building contracts	10
- 5 years but less than 10 years' experience on building contracts	8
- 3 years but less than 5 years on building contracts	5
- Less than 3 years	0
Construction Supervisor with relevant Built Environment qualifications (N6 or higher)	
- 10 years or more experience on building contracts	
- 5 years but less than 10 years' experience on building contracts	10
- 3 years but less than 5 years on building contracts	8
- Less than 3 years	5
	0
Safety Officer with valid SACPCMP registration as a Construction Health and Safety Officer	
- 10 years or more experience as a Health and Safety Officer in construction.	
- 5 years but less than 10 years' experience as a Health and Safety Officer in construction.	10
- 3 years but less than 5 years' experience as a Health and Safety Officer in construction.	8
- Less than 3 years' experience as a Health and Safety Officer in construction.	5
(To qualify for points above, bidder must submit a certificate of registration with the SACPCMP as a registered Construction Health and Safety Officer and CV indicating experience gained)	0

BANK RATING (10 points max)	
Bidder to provide a bank stamped/verified letter.	
- Bank rating Code A	10
- Bank rating Code B	7
- Bank rating Code C	5
- Bank rating Code D	3
- Bank rating Code E to H	0
Note: (to get points here, bidder must submit both required documents)	
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:

$$Ps = \frac{So}{Ms} \times 100 \text{Where:}$$

Ps = percentage scored for functionality by bid under consideration

So = Total score for bid under consideration

Ms = 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.

1.3. 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	$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$ <p>Ps = Points scored for comparative price of bid / offer under consideration</p> <p>Pt = Comparative price of bid / offer under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid / offer</p>

Note: The ECDC reserves the right to perform thorough Due Diligence processes prior to Award of the Bid

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, 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

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 5644
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 the Bidder is a JV)	
Title/Position in the Firm	
Mobile Number (of the JV if the Bidder is a JV)	
Bidder Telephone Number (of the JV if the Bidder is a JV)	
Facsimile Number	
Email Address of Contact Person (of the JV if 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

VERY IMPORTANT

Where a person within the Bidding Entity is an Employee of the State, Bidder should

- 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

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:

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.

- 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:

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

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:

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

Where

- 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.
- 3.3. 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS				
51% and above black owned enterprises	5	10		
Eastern Cape Based Supplier	02	05		
51 % and above woman owned enterprises.	02	03		
51 % and above youth owned enterprises	01	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 The ECDC make provision for the promotion of local production and content.
- 1.2 The ECDC prescribes that 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 two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage 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
Steel Products	100%
Plastic Products	100%
Cement (All classes)	100%
Electrical Products	90%

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.

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, promulgated under the Policy Framework Act (PPPFA), 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

(C1) Tender No.	ECDC/INFRA/18/102023		
(C2) Tender description:	Refurbishment of Zwelitsha Complex		
(C3) Designated product(s)	Steel, Cement, Plastic Pipes, Electrical Products		
(C4) Tender Authority:	Eastern Cape Development Corporation		
(C5) Tendering Entity name:			
(C6) Tender Exchange Rate:	USF		EU
(C7) Specified local content %			

Note: VAT to be excluded from all calculations

GBP

Tender item No's (BoQ reference)	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)
	STEEL PRODUCTS						
5/28	Type 193 fabric reinforcement						100,00%
5/29	80mm Wide brickforce						100,00%
6/29	155mm Wide brickforce						100,00%
1/33	0,55mm Saflok 410 concealed fix roof sheeting						100,00%
2/33	Narrow flute serrated closer						100,00%
3/33	Ditto, at valleys						100,00%
4/33	Broad flute serrated closer						100,00%
5/33	Cover flashing 231mm girth						100,00%
6/33	Ditto, but stepped						100,00%
7/33	Valley gutter flashing						100,00%
8/33	Sidewall flashing						100,00%
1/34	Headwall flashing						100,00%
2/34	Ridge capping						100,00%
3/34	Cap flashing						100,00%
4/34	600mm girth x 2mm thick box gutter						100,00%
5/34	Extra of stopped end						100,00%
6/34	200 x 100 x 5mm thick hollow section wall penetration						100,00%
7/34	200 x 100 x 2mm Thick rainwater pipe						100,00%
8/34	Extra for shoe						100,00%
9/34	500 x 200 x 300mm High rainwater head						100,00%
5/39	Galvanised mild steel flat bracket						100,00%
6/39	Ditto, but bolted to 100mm diameter timber framework						100,00%
7/39	150 x 6mm Galvanised mild steel U-shaped bracket						100,00%
1/47	Burglar bars complete to suit opening size 0.60 x 0.90 (W8)						100,00%
2/47	Ditto, size 890 x 650mm (W7)						100,00%
3/47	Ditto, size 1390 x 650mm (W3)						100,00%
4/47	Ditto, size 2490 x 1265mm (W5)						100,00%
5/47	Ditto, size 2890 x 650mm (W2)						100,00%
6/47	Ditto, size 3380 x 650mm (W4)						100,00%
7/47	Ditto, size 4140 x 650mm (W6)						100,00%
1/77	Fencing 2,10m high with posts						100,00%
2/77	100mm Saw tooth spikes						100,00%
3/77	Single pedestrian gate, size 1000 x 2100mm high						100,00%
86/118	Sliding gate, size 4000 x 2800mm high						100,00%

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
2m2			
39 m			
18 m			
654m2			
95 m			
34 m			
106,00			
9 m			
68 m			
17 m			
68 m			
9 m			
53 m			
14 m			
14 m			
2 No.			
2 No.			
6 m			
2 No.			
2 No.			
14 No.			
10 m			
24 No.			
1 No.			
1 No.			
2 No.			
6 No.			
5 No.			
2 No.			
1 No.			
32 m			
32 m			
1 No.			
2 No.			

Annex C

<i>ELECTRICAL CABLES</i>							
3.1.1	ECC PVCSWAPVC - 25mm2 x 4 core						90,00%
3.1.2	ECC PVCSWAPVC - 16mm2 x 4 core						90,00%
3.1.3	ECC PVCSWAPVC - 10mm2 x 2 core						90,00%
3.1.4	ECC PVCSWAPVC - 6mm2 x 2 core						90,00%
3.1.5	ECC PVCSWAPVC - 6mm2 x 2 core						90,00%

1 m			
50 m			
1 m			
210 m			
1 m			

Signature of Tenderer from Annex B

Date: _____

(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

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.	ECDC/INFRA/18/102023	Note: VAT to be excluded from all calculations
(D2) Tender description:	Refurbishment of Zwelitsha Complex	
(D3) Designated Products:	As before (Annex C)	
(D4) Tender Authority:	ECDC	
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula	EU <input type="text"/> GBP <input type="text"/>

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										This total must correspond with Annex C - C 21	

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by Tenderer and/or 3rd party						

Signature of Tenderer from Annex B

Date: _____

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

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	ECDC/INFRA/18/102023	Note: VAT to be excluded from all calculations
(E2) Tender description:	Refurbishment of Zwelitsha Complex	
(E3) Designated products:	As before (Annex C)	
(E4) Tender Authority:	ECDC	
(E5) Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
	STEEL PRODUCTS		
	75mm Wide brickforce		
	150mm Wide brickforce		
	0,55mm Saflok 410 concealed fix roof sheeting		
	Ridge/hip capping to suit profile		
	0,53mm IBR roof sheeting		
	Headwall/sidewall flashing		
	Counter flashing		
	Barge flashing bent three times with 580mm girth		
	Hot dip Galvanised Steel door lining for half brick		
	Hot dip Galvanised Steel door lining for one brick		
	89mm Diameter x 4mm thick x 8,38kg/m column		
	45 x 45 x 5mm thick Steel angle		
	ClearVu or other approved fencing panels		
	Wispeco Roll-a-door rollup door		
	Ditto, but size 2400 x 2200mm high		
	2100mm High ClearVu fencing		
	2900mm High H-Profile secure post		
	2900mm High H-Profile corner post		
	2,5mm Thick x 100mm high sawtooth spikes		
	Steel double gate, size 2200 x 2100mm high		
	Steel double gate, size 2450 x 2100mm high		
	Vehicular gate, size 2700 x 2100mm high		
	Vehicular gate, size 3400 x 2100mm high		
	PLASTIC PRODUCTS		
	uPVC Pipe 50mm diam		
	uPVC Pipe 110mm diam		
	50mm Bend		
	110mm Bend		
	50mm Access bend		
	110mm Access bend		
	50mm Access junction		
	110mm Access junction		
	15mm Polycop pipe		
	15mm Polycop pipe chased into walls		
	CEMENT PRODUCTS		
	3:1 Cement screed 25mm thick		
	3:1 Cement screed 50mm thick (average)		
	4:1 Cement pleaster on walls		
	4:1 Cement plaster on concrete soffits in patchings		
	5:1 Cement plaster on walls in patchings		
	20MPa/19mm concrete in walkways		
	20MPa/19mm concrete in walkways		
	25MPa/19mm concrete in strip footings		
	25MPa/19mm concrete in surface beds		
	ELECTRICAL PRODUCTS		
	PVC 3c 600/1000V copper cable 10mm ²		
	PVC 3c 600/1000V copper cable 6mm ²		
	Bare copper earth wire 6mm ²		
	Bare copper earth wire 4mm ²		
	2.5mm ² BCEW		
	1.5mm ² BCEW		
		Continues on next page	

Annex E

Insulated wiring 4mm2 Black		
4mm2 Red		
2.5mm2 Black		
2.5mm2 Red		
1.5mm2 Black		
1.5mm2 Red		
(E9) Total local products (Goods, Services and Works)		

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables, etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest, etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of Tenderer from Annex B

Date: _____

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 ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

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 ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

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 ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Sir/Madam,

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

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 ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

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 ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

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 ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

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 – Construction Methodology and Programme

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Project specific detailed methodology covering all construction aspects and realistic program with critical path and dependencies defined.

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

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

Construction Methodology and Programme to be attached here.

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

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Attach document here

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

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Attach document here

**T2.2.2 e – Key Personnel Qualifications
(Safety Officer)**

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Attach document here

**T2.2.2 f – Other Key Personnel Qualifications
(Skilled Staff)**

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Attach document here

**T2.2.2 g – Other Key Personnel Experience
(Semi-Skilled Support Staff)**

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Attach document here

T2.2.2 h – Company Experience

(1) REFERENCE LETTERS (completed projects)

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Supply and Installation of related projects with similar scope of works and complexity will be considered for evaluation purposes.

Projects with no-related scope of works will be disqualified.

Attach document here

T2.2.2 i – Contactable References

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

Provide a schedule of contactable references

Attach document here

T2.2.2 j – Scope of Works and Detailed Specifications

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

Project title:	REFURBISHMENT OF ZWELITSHA COMPLEX
Bid No:	ECDC/INFRA/18/102023

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 ZWELITSHA COMPLEX

Bid No: ECDC/INFRA/18/102023

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:

<p>AND WHO IS:</p> <p>Represented herein, and who is duly authorized to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p>	<p>Note:</p> <p>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.</p>
--	---

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

SIGNED BY WITNESS:

Name of Representative	Signature	Date

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

.....

.....

Other contact details of the tenderer are:

Telephone no

.....

Cellular phone no

.....

Fax no

.....

Postal address

.....

Banker

.....

Branch

.....

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.

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 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: Five (5) years commencing at the start of the construction period and ending 1 year from the date of final completion.		
24.0	The time for achieving Practical Completion for this project is: eight (8) 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: BNM Architects		
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: 1. Project Specifications		

	<p>2. Special Conditions of Contract</p> <p>3. General Conditions of Contract</p> <p>4. Conditions of Tender</p> <p>5. Standardized/Particular Specifications</p> <p>6. Contract Drawings</p> <p>7. Bills of Quantities</p>
	<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 • 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: 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 7 January 2024 both days included or as determined by SAFCEC.</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>

	A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out above.
	The penalty for failing to complete the Works is: 4 cents / R100 of the 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 (Pro-forma Forms).
	The percentage allowances to cover overhead charges for day work are as follows: <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>
	The following additional clause shall apply: 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
	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 Standard System of Measuring Building Works, 2015, No claims arising from the method of measurement will be entertained.
	Contract Price Adjustment: Yes

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:

7 Weekly rest period

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”).

8 Work on Sundays and public holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
 - (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.
- 8.4 A time-rated worker who works on a public holiday must be paid –
 - (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.

9 Sick leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 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.
- 9.3 A worker may accumulate a maximum of twelve days sick leave in a year.
- 9.4 Accumulated sick leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- 9.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- 9.7 An employer must pay a worker sick pay on the worker’s usual pay day.
- 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 –
 - (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**
- 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.
- 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.

10 Maternity leave

- 10.1 A worker may take up to four consecutive month’s unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 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.
- 10.5 A worker may begin maternity leave –

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:

16.2 A worker must –

- (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;

17 Compensation for injuries and diseases

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.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

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.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

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.

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.

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.

19 Certificate of service

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (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 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										
	The name of the Contractor is:										
	The address of the Contractor for receiving notices is: <u>Physical Address:</u> <u>Postal Address:</u> Telephone: Facsimile: E-mail:										
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 70%;">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. 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. 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. 10% Security Adjustment (Retention)											

C1.3 – Form of Guarantee

Part C2: Pricing data

C2.1 - Pricing instructions

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 of-loading required for the delivery of the plant and equipment to the site, including in the case of of-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 of- 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 of-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)

Item No		Quantity	Rate	Amount
	<p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Principal Building Agreement For Organs Of Sate (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>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</p> <p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying 'not applicable'</p> <p>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</p>			
	Carried to Collection			
	<p>Bill No. 1</p> <p>PRELIMINARIES</p> <p>ECDC COMPLEX, ZWELITSHA</p>		R	

PREAMBLES FOR TRADES

The General Preambles for Trades 2008 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

Bills of quantities

The Bill of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended published and issued by the Association of South African Quantity Surveyors - Seventh Edition, 2015

Pricing of bills of quantities

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

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

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

Abbreviated descriptions

The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear,

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the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice
 Legal status of contractor

If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement
2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons
3. The contractor shall not alter its composition or legal status without the prior written consent of the employer

1 Clause 2.0 - Law, regulations and notices

Law applicable to the works: Republic of South Africa

2 Clause 3.0 - Offer and acceptance

Currency applicable to this agreement: ZAR

3 Clause 4.0 - Cession and assignment

Item

Item

Item

Item

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<p>1</p>	<p>Clause 5.0 - Documents</p> <p>The original signed agreement is to be held by the East Cape Development Corporation</p> <p>The number of copies of construction information to be issued to the contractor at no cost: 3</p> <p>Documents comprising the agreement:</p> <p>The JBCC® Principal Building Agreement For Organs Of Sate, Edition 6.2 May 2018</p> <p>The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018</p> <p>Contract drawings</p> <p>Bills of Quantities (balanced)</p>	<p>Item</p>		
<p>2</p>	<p>Clause 6.0 - Employer's agents</p> <p>The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2]</p> <p>Principal Agent and delegated authority</p> <p>Principal agent's and agents interest of involvement in the works other than a professional interest N/A</p>	<p>Item</p>		
<p>3</p>	<p>Clause 7.0 - Design responsibility</p> <p><u>Insurances and securities (A8-A11)</u></p>	<p>Item</p>		
<p>4</p>	<p>Clause 8.0 - Works risk</p>	<p>Item</p>		
<p>5</p>	<p>Clause 9.0 - Indemnities</p>	<p>Item</p>		
<p>6</p>	<p>Clause 10.0 - Insurances</p>	<p>Item</p>		
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1 Clause 11.0 - Securities

Waiver of lien

It is expected of the contractor to waive his lien in terms of clause 11.10

Extension of waiver of lien

The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]

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Execution (A12 - A17) }

1 Clause 12.0 - Obligations of the parties

Office accommodation

The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]

Notice board

The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]

Statutory and other notices

The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard. 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

Item

2 Clause 13.0 - Setting out

Item

3 Clause 14.0 - Nominated subcontractors

Item

4 Clause 15.0 - Selected subcontractors

As listed in the Contract Data

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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 user 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] 	Item		
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><u>Completion (A18 - A24) }</u></p>	Item		
3	Clause 18.0 - Interim completion	Item		
4	Clause 19.0 - Practical completion	Item		
5	Clause 20.0 - Completion in sections	Item		
6	Clause 21.0 - Defects liability period and final completion	Item		
7	Clause 22.0 - Latent defects liability period	Item		
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1	<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>	Item
2	<p>Clause 24.0 - Penalty for late or non-completion</p> <p><u>Payment (A25 - A27) }</u></p>	Item
3	<p>Clause 25.0 - Payment</p> <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>	Item

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1	<p>Clause 26.0 - Adjustment of the contract value and final account</p> <p>Fluctuations in costs</p> <p>Contract value shall be adjusted in accordance with CPAP</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>	Item		
2	<p>Clause 27.0 - Recovery of expense and/or loss</p>	Item		
	<p><u>Suspension and termination (A28 - A29)</u></p>			
3	<p>Clause 28.0 - Suspension by the contractor</p>	Item		
4	<p>Clause 29.0 - Termination</p>	Item		
	<p><u>Dispute resolution (A30)</u></p>			
5	<p>Clause 30.0 - Dispute resolution</p> <p>Agreement</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>Tenderer's selection</p> <p>Before submission of his tender the contractor is to complete the tenderer's selections in the contract data</p>	Item		
	<p><u>SECTION B: GENERAL PRELIMINARIES</u></p>			
	<p>Carried to Collection</p>			
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Amendments, modifications, corrections or supplements to the General Preliminaries in Section B are recorded in the contract data

Definitions and interpretation (B1)

- 1 Clause 1.1 - Definitions Item
- 2 Clause 1.2 - Interpretation Item

Documents (B2)

- 3 Clause 2.1 - Checking of documents Item
- 4 Clause 2.2 - Provisional bills of quantities Item
- 5 Clause 2.3 - Availability of construction information Item
- 6 Clause 2.4 - Ordering of materials and goods Item

Previous work and adjoining properties (B3)

- 7 Clause 3.1 - Previous work - dimensional accuracy Item
- 8 Clause 3.2 - Previous work - defects Item
- 9 Clause 3.3 - Inspection of adjoining properties Item

The site (B4)

- 10 Clause 4.1 - Handover of site in stages Item
- 11 Clause 4.2 - Enclosure of the works Item
- 12 Clause 4.3 - Geotechnical and other investigations Item
- 13 Clause 4.4 - Encroachments Item
- 14 Clause 4.5 - Existing premises occupied Item
- 15 Clause 4.6 - Services - known Item

Management of contract (B5)

- 16 Clause 5.1 - Management of the works Item

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1	Clause 11.3 - Security of the works	Item
2	Clause 11.4 - Notice before covering work	Item
3	Clause 11.5 - Disturbance	Item
4	Clause 11.6 - Environmental disturbance Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc. The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works	Item
5	Clause 11.7 - Works cleaning and clearing	Item
6	Clause 11.8 - Vermin	Item
7	Clause 11.9 - Overhand work	Item
8	Clause 11.10 - Tenant installations	Item
9	Clause 11.11 - Advertising	Item

SECTION C: SPECIFIC PRELIMINARIES

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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

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

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

Item

3 Cooperation of the contractor for cost management

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget

Item

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<p>1</p>	<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>Item</p>		
<p>2</p>	<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>Item</p>		
<p>3</p>	<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 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>Item</p>		
<p>4</p>	<p>The Principal Contractor shall on a fulltime basis closely mentor, manage and supervise all SMMEs and shall manage, guide, and assist each SMMEs in all aspects of management, execution and completion of his/her subcontract. This shall typically include the on-site productivity planning and management of materials, cost management, contract management, Health and Safety management, quality management, communication management and close-out documentation.</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>Item</p>		
<p>Carried to Collection</p>				<p>R</p>
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<p>1</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 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>Item</p>		
<p>2</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 	<p>Item</p>		
<p>3</p>	<p>Broad based black economic empowerment (BBBEE)</p> <p>Tenders submitted will be evaluated taking into account their empowerment rating</p> <p>The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works</p> <p>The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating</p>	<p>Item</p>		
<p style="text-align: right;">Carried to Collection</p>				
<p>Bill No. 1 PRELIMINARIES ECDC COMPLEX, ZWELITSHA</p>			<p>R</p>	

1 Advertising rights

The 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

Item

2 Confidentiality

The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works

Item

No information regarding this project shall be published or disclosed without the prior written consent of the employer

3 Media releases

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer. The contractor together with his subcontractors 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

Item

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

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 PRELIMINARIES
 ECDC COMPLEX, ZWELITSHA

Bill No. 1

PRELIMINARIES

COLLECTION

Total Brought Forward from Page No.

Page
No

Amount

1

2

3

4

5

6

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10

11

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15

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Item No	Quantity	Rate	Amount
<p><u>BILL NO. 2</u></p>			
<p><u>DEMOLITIONS</u></p>			
<p><u>Note:</u></p>			
<p>For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).</p>			
<p><u>NOTE:</u></p>			
<p>Tenderers are advised to visit the site and to satisfy themselves, in conjunction with the drawings of the nature and extent of the works to be done.</p>			
<p>The Contractor is advised to check all dimensions and heights on site affecting the existing buildings against those indicated on the plans as he will be held responsible for all new work being of the correct sizes. Should any discrepancies be found he is to refer them to the Architect for correction before proceeding with the work.</p>			
<p>Special care is to be exercised not to interfere with any electric light, power or telephone wires and due notice must be given to the Architect for any disconnections that are necessary, and the Contractor is to afford every facility to the Electrician when making new connections.</p>			
<p>In taking down and removing existing work, the utmost care is to be observed to avoid any structural or other damage to the remaining portion of the building. The Contractor must protect all work not removed, such as walls, floors, doors, windows or other joinery or fittings, etc., from damage during the progress of the work and provide all necessary material for so doing.</p>			
<p>The Contractor will be held solely responsible for any damage to persons or property and for the safety of the portions of the existing buildings throughout the whole of the Contract, and must make good at his own expense any damage that may occur.</p>			
<p>Carried to Collection</p>			
<p>Bill No. 2 DEMOLITIONS ECDC COMPLEX, ZWELITSHA</p>			
		R	

The materials to be used and the work to be done are to be similar in all respect to that described for new work in so far as they occur.

Old materials from the pulling down (except such as are described to be re-used or handed over to the Architect) are to become the property of the Contractor. Old materials for re-use are to be carefully taken out, stored and protected from injury and made good as required before being refixed. Old materials described to be handed over are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish are to be immediately carted away and the site left clean and unencumbered. None of the old bricks from the demolition are to be re-used for any new work unless otherwise described or directed.

For the purpose of this contract and to avoid misunderstanding, phrases stated hereunder have been defined and the Contractor is advised to study them as no claim whatsoever will be entertained as a result of him not so doing.

a)"Forming New Openings" shall include all labour and materials forming opening, cut toothings and bonding for and plumbing and flushing up reveals, cutting for and forming precast concrete, or reinforced brick lintol over including necessary turning pieces, reinforcement, etc.

b)"Bricking up Openings" shall include for all preparatory work, cut toothings and bond new brickwork to existing and preparing top of existing surface for raising upon and pinning up new brickwork to underside of existing.

c)"Making Good" shall include all labour and materials required to match existing work and is to include making good new work up to existing and labours to plaster, etc.

d)"Shoring" is not specifically mentioned in each item, however prices are to include for all shoring, needling, strutting, deadwork, etc., required.

Carried to Collection

Bill No. 2
DEMOLITIONS
ECDC COMPLEX, ZWELITSHA

R

ALTERATIONS, ETC

1	Allow for making good in all trades to existing work damaged or disturbed through alterations with all necessary new materials to match and generally described for new work and leave perfect in every respect.		Item
	<u>Break Up/Down, Take Out, Cut In Where Necessary And Remove From Site And Make Good Where Required</u>		
2	110 x 110 x 650mm High facebrick window mullion	No	97
3	Timber purlins	m	757
4	Timber skirtings	m	235
5	Timber shelving unit 2.00m high	m	3
6	Timber counter fitting 0.90m high	m	3
7	Timber kitchen floor cupboards 0.90m high	m	5
8	Drywall partition 2.40m high	m	6
9	Ditto, but 3.05m high	m	7
10	Timber door and steel frame size 0.90 x 2.10m	No	1
11	Timber door and timber frame size 0.90 x 2.10m	No	5
12	Ditto, but size 0.90 x 2.40m with fixed fanlight above	No	12

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Bill No. 2
 DEMOLITIONS
 ECDC COMPLEX, ZWELITSHA

		Item	
1	Various signage on walls		
2	Mesh fence 1.80m high including steel posts bolted to top of brick retaining wall and barbed wire overhang	m	42
3	Steel gate size 0.90 x 1.80m	No	1
4	Ditto, size 0.90 x 2.10m	No	1
5	Ditto, size 0.90 x 2.40m	No	2
6	Steel double gate size 3.80 x 2.40m	No	2
7	Steel burglar bars size 3.00 x 0.70m	No	1
8	Ditto, size 3.40 x 0.70m	No	1
9	Steel burglar cage size 2.80 x 1.00 x 0.15m projection	No	1
10	Ditto, size 2.80 x 1.80 x 0.15m projection	No	6
11	30mm Thick defective cement screed to floors in patches and prepare to receive new (elsewhere measured) (Provisional)	m2	10
12	30mm Thick defective grano screed to door thresholds and prepare to receive new (elsewhere measured)	m2	9
13	Defective internal plaster to walls in patches and prepare to receive new (elsewhere measured) (Provisional)	m2	10
14	Ditto, but external (Provisional)	m2	5
	Carried to Collection		
	Bill No. 2 DEMOLITIONS ECDC COMPLEX, ZWELITSHA		
			R

1	Ceramic tiles to walls and prepare plaster to receive new tiles (elsewhere measured)	m2	6		
2	Ceramic tiles to floors and prepare to receive new porcelain tiles (elsewhere measured)	m2	208		
3	Quarry tiles to top of benches and prepare to receive new quarry tiles (elsewhere measured)	m2	11		
4	125mm PVC half round gutters	m	36		
5	80mm Diameter PVC rainwater pipes	m	9		
6	100 x 100mm Sheet iron gutter	m	47		
7	100 x 100mm Sheet iron rainwater pipe	m	33		
8	250 x 150mm Sheet iron box gutter	m	14		
9	400 x 300 x 300mm Sheet iron rainwater head	No	2		
10	400 x 400mm Mirror	No	7		
	<u>Carefully Take Off And Store For Re-Use (Elsewhere Measured) And Make Good Where Required</u>				
11	Brick paving	m2	2		
12	Steel burglar bars size 1.78 x 2.40m	No	2		
13	Steel double gate with side panels size 2.48 x 2.40m	No	1		
14	Ditto, size 2.68 x 2.40m	No	2		
	Carried to Collection				
	Bill No. 2 DEMOLITIONS ECDC COMPLEX, ZWELITSHA				R

1	Ditto, size 3.42 x 2.40m	No	3	
2	Ditto, size 5.19 x 2.40m	No	2	
	<u>Break Up/Down, Take Out, Cut In Where Necessary And Remove From Site And Make Good Where Required (The Following Asbestos Materials To Be Disposed Of As Per The Required Health And Safety Requirements Including Providing The Necessary Certification)</u>			
3	Asbestos eaves coverings including brandering, cornices and cover strips	m2	129	
4	Asbestos ceilings including insulation, brandering, cornices and cover strips	m2	406	
5	Big Six asbestos roof sheeting including flashings, ridges, etc	m2	654	
6	Asbestos sills	m	63	
7	Asbestos fascia boards	m	82	
	<u>Forming Openings Through The Following And make Good</u>			
8	One brick wall plastered one side and faced other side size 0.60 x 0.90m	No	1	
9	Ditto, size 1.54 x 2.40m	No	1	
	Carried to Collection			R
	Bill No. 2 DEMOLITIONS ECDC COMPLEX, ZWELITSHA			

Bill No. 2
DEMOLITIONS
COLLECTION

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Bill No. 2
DEMOLITIONS
ECDC COMPLEX, ZWELITSHA

Item No	BILL NO. 3	Quantity	Rate	Amount
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	<u>Note:</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>CONCRETE</u>			
	<u>Testing</u>			
1	Allow for preparing and curing set of three concrete test cubes, each size 150 x 150 x 150mm and pay all cost of transport to an approved mechanical laboratory and all testing charges	No	1	
	<u>Reinforced Cement Concrete 25MPa/19mm Stone In:</u>			
2	Ramp	m3	0.4	
	<u>Sundries</u>			
3	Broom finish to top of ramp to falls	m2	2	
	<u>Close Rough Formwork (Use And Waste) To Concrete To:</u>			
4	Edge, riser, etc not exceeding 300mm high	m	3	
	<u>REINFORCEMENT (PROVISIONAL)</u>			
	<u>Fabric Reinforcement</u>			
5	Type 193 fabric reinforcement in concrete surface beds, etc	m2	2	
	Carried to Summary			R
	Bill No. 3 CONCRETE, FORMWORK AND REINFORCEMENT ECDC COMPLEX, ZWELITSHA			

Item No	BILL NO. 4	Quantity	Rate	Amount
	<u>MASONRY</u>			
	<u>Note</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>BRICKWORK</u>			
	<u>Note</u>			
	Bricks to have a minimum compressive strength of 14MPa and are to be solid clay bricks, ie no openings.			
	Mortar for brickwork to be Class 1 (28 days strength and 14.5MPa minimum)			
	<u>Brickwork In (Class 1) Cement Mortar In:</u>			
1	Half brick wall in lining to existing brickwork	m2	13	
2	One brick wall	m2	6	
	<u>Sundries</u>			
3	Cut tooth and bond new brickwork to existing	m2	2	
4	High pressure water clean existing facebrick walls at 180-200 bar operating pressure to remove all surface contamination, etc	m2	782	
5	80mm Brick mesh reinforcement in walls	m	39	
6	155mm Ditto	m	18	
	Carried to Collection			R
	Bill No. 4 MASONRY ECDC COMPLEX, ZWELITSHA			

1	Replace missing 230mm wide facebrick coping with new coping to match existing (Provisional)	m	12
	<u>Natural Grey Fibre Cement Sills In Single Lengths Bedded In Cement Mortar Including Metal Fixing Lugs, Etc</u>		
2	15 x 150mm Wide sill set flat and slightly projecting	m	45
3	15 x 175mm Wide sill set sloping and slightly projecting	m	19

Carried to Collection

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Bill No. 4
MASONRY
ECDC COMPLEX, ZWELITSHA

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Bill No. 4
MASONRY
ECDC COMPLEX, ZWELITSHA

Item No		Quantity	Rate	Amount
	<u>BILL NO. 6</u>			
	<u>ROOF COVERINGS, ETC</u>			
	<u>Note:</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>PROFILED METAL SHEETING AND ACCESSORIES</u>			
	<u>0.55mm Safintra Saflok 410 Concealed Fix Roof Sheeting With AZ200 ColorPlus C1S Finish And Accessories Fixed To Timber Purlins Or Rails In Single Lengths All In Strict Accordance With The manufacturer's Instructions</u>			
1	Roof covering with pitch not exceeding 25 degrees	m2	654	
2	Narrow flute serrated closer including polybutton	m	95	
3	Ditto, at valleys	m	34	
4	Broad flute serrated closer including polybutton	m	106	
5	Cover flashing 231mm girth including raking out grooves in brickwork and wedging, pointing and sealing in epoxy mortar	m	9	
6	Ditto, but stepped	m	68	
7	Valley gutter flashing 462mm girth	m	17	
8	Sidewall flashing 462mm girth	m	68	
	Carried to Collection			R
	Bill No. 6 ROOF COVERINGS, ETC ECDC COMPLEX, ZWELITSHA			

1	Headwall flashing 462mm girth including notching around ribs on one side	m	9	
2	Ridge capping 462mm girth including notching around ribs on both sides	m	53	
3	Cap flashing 750mm girth fixed over top of brick parapet wall	m	14	
<p><u>GALVANISED MILD STEEL RAINWATER GOODS (PROVISIONAL)</u></p> <p><u>Note</u></p> <p>When pricing the following items refer to Architects drawing No Arch-100 and Engineers drawing No 300-001.</p>				
4	600mm Girth x 2mm thick box gutter three times bent to profile laid to falls on and including approved brackets	m	14	
5	Extra for stopped end with 200 x 100mm opening	No	2	
6	200 x 100 x 5mm thick hollow section wall penetration approximately 300mm long with one end fixed to box gutter and other end to rainwater head including forming opening through brick wall and making good	No	2	
7	200 x 100 x 2mm Thick rainwater pipe fixed to walls including brackets	m	6	
8	Extra for shoe	No	2	
9	500 x 200 x 300mm High rainwater head bolted to wall including joint to 200 x 100mm rainwater pipe	No	2	
Carried to Collection				R
<p>Bill No. 6 ROOF COVERINGS, ETC ECDC COMPLEX, ZWELITSHA</p>				

ROOF INSULATION

1 "Sisalation FR430" insulation laid taut under purlins at approximately 1.00m centres and fixed concurrent with roof covering including galvanised steel straining wires where required

m2

654

Carried to Collection

Bill No. 6
ROOF COVERINGS, ETC
ECDC COMPLEX, ZWELITSHA

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Bill No. 6

ROOF COVERINGS, ETC

COLLECTION

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Bill No. 6
ROOF COVERINGS, ETC
ECDC COMPLEX, ZWELITSHA

Item No		Quantity	Rate	Amount
	<u>BILL NO. 7</u>			
	<u>CARPENTRY AND JOINERY</u>			
	<u>Note</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>ROOF TIMBERS</u>			
	<u>Sawn Softwood</u>			
1	22mm Thick valley gutter boarding	m2	9	
2	50 x 76mm Purlins	m	662	
3	76 x 76 Splayed purlins	m	95	
	<u>Sundries</u>			
4	Galvanised steel hurricane clip spiked to timber purlin and rafter	No	658	
5	Provide the budgetary allowance of R 15 000-00 (fifteen thousand rand) for repairs to existing timber trusses to be adjusted as required		Item	15 000.00
	<u>EAVES, VERGES, ETC</u>			
	<u>Fibre Cement</u>			
6	6mm Eaves soffit covering including 38 x 38mm sawn pine brandering at 400mm centres and including skimming the entire surface with 3-6mm skim coat plaster	m2	129	
	Carried to Collection			R
	Bill No. 7 CARPENTRY AND JOINERY ECDC COMPLEX, ZWELITSHA			

THE FOLLOWING IN TWO CANOPIES
(PROVISIONAL)

Creosote And CCA Treated Gumpoles

1	40mm Diameter latte fixed to timber framework (elsewhere measured) with stainless steel screws	m	322
2	100mm Diameter framework	m	52

Sundries

3	Form opening in existing one brick wall plastered one side and facebrick other side to receive concrete pad (elsewhere measured) and make good	No	4
4	Concrete 25MPa in pad size 230 x 230 x 230mm and filling into brick opening (elsewhere measured) including necessary formwork, etc	No	4
5	Galvanised mild steel flat bracket formed of 240 x 100 x 6mm plate twice holed for and including bolting to concrete or brickwork M16 x 150mm stud anchors	No	14
6	Ditto, but bolted to 100mm diameter timber framework with and including M16 x 150mm bolts	No	10
7	150 x 6mm Galvanised mild steel U-shaped bracket 350mm girth with end welded to flat bracket (elsewhere measured) and holed for and including M16 x 150mm bolt	No	24

Carried to Collection

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Bill No. 7
CARPENTRY AND JOINERY
ECDC COMPLEX, ZWELITSHA

Bill No. 7

CARPENTRY AND JOINERY

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Bill No. 7

CARPENTRY AND JOINERY

ECDC COMPLEX, ZWELITSHA

Item No		Quantity	Rate	Amount
	<u>BILL NO. 8</u>			
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	<u>Note</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>Gyproc Rhinoboard</u>			
1	6.4mm Ceilings including 38 x 38mm sawn pine branderling at 400mm centres and including skimming the entire surface with 3-6mm skim coat plaster	m2	406	
	<u>Sundries</u>			
2	135mm Thick "Isotherm" insulation laid over ceilings	m2	406	
3	75mm Gyproc Rhino coved cornice	m	366	
4	Form trap door complete size 700 x 700mm	No	6	
	<u>PARTITIONS, ETC</u>			
	<u>"Gypwall Classic 63/F30S42" Or Other Approved Partitioning System With 63.5mm Steel Studs And Covered On Both Sides With 12.5mm Rhinoboard (Skirtings Elsewhere Measured)</u>			
5	Partitioning 3050mm high with bottom track plugged to floor and top track fixed to suspended ceiling tee including aluminium U-shaped capping to top of wall	m	13	
6	Extra over for end intersection with brick wall	No	4	
7	Ditto, corner	No	1	
	Carried to Collection			R
	Bill No. 8 CEILINGS, PARTITIONS AND ACCESS FLOORING ECDC COMPLEX, ZWELITSHA			

1 Extra over partition for forming opening for timber door and frame (by others) size 900 x 2400mm including additional studding, trimmings, etc and including aluminium U-shaped capping all round perimeter

No

2

Carried to Collection

Bill No. 8
CEILINGS, PARTITIONS AND ACCESS FLOORING
ECDC COMPLEX, ZWELITSHA

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Bill No. 8

CEILINGS, PARTITIONS AND ACCESS FLOORING

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Bill No. 8
CEILINGS, PARTITIONS AND ACCESS FLOORING
ECDC COMPLEX, ZWELITSHA

Item No		Quantity	Rate	Amount
	<u>BILL NO. 9</u>			
	<u>IRONMONGERY</u>			
	<u>Note</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
1	102 x 75 x 3mm Two ball bearing butt hinge as Dorma DBB-SS-009	No	30	
2	Lever handle on rose with cylinder escutcheons as Dorma TH120-Cyl-SS	Sets	10	
3	Bathroom WC indicator and turnknob as Dorma DWC-SS-005	Sets	6	
4	Bathroom deadlock as Dorma DMWC-SS-008	No	5	
5	Cylinder sash lock as Dorma D035S-SS	No	1	
6	Cylinder sash lock as Dorma D036S-SS	No	9	
7	65mm Five pin double cylinder as Dorma DDC056501KD with key to differ	No	9	
8	Door stop as Dorma DDS-SS-017	No	8	
9	Hat and coat hook as Dorma DHC-SS-031B	No	7	
10	Toilet roll holder as Kimberly Clark MR2 code 426130 fixed to wall	No	8	
	Carried to Collection			R
	Bill No. 9 IRONMONGERY ECDC COMPLEX, ZWELITSHA			

1	Bin disposer as Kimberly Clark code 426135 fixed to wall	No	5
2	150 x 150mm Sign as Dorma DSS-130M	No	1
3	150 x 150mm Sign as Dorma DSS-131F	No	1
4	150 x 150mm Sign as Dorma DSS-132MF	No	2
5	150 x 150mm Sign as Dorma DSS-133P	No	1
6	150 x 150mm Sign as Dorma DSS-135TC	No	1

Carried to Collection

Bill No. 9
IRONMONGERY
ECDC COMPLEX, ZWELITSHA

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IRONMONGERY

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Bill No. 9
IRONMONGERY
ECDC COMPLEX, ZWELITSHA

ALUMINIUM WINDOWS AND DOORS

NOTE

1. See attached drawings for general aluminium window and door specifications including glass and glazing.
2. All items must come with protective tape and plastic to be removed only once surrounding trades are complete.
3. All windows and doors to be sealed all round both sides with silicone sealant.
4. Window or door reference number is indicated in brackets at the end of each relevant description.
5. See also attached ironmongery schedules for the relevant doors.
6. Burglar bars are elsewhere measured.

Charcoal Powder Coated Aluminium Windows And Doors Complete With Ironmongery, Glass, Etc And Fixing In Position

1	Window size 1780 x 2400mm (W01)	No	2
2	Window size 2890 x 650mm (W02)	No	5
3	Window size 1390 x 650mm (W03)	No	2
4	Window size 3380 x 650mm (W04)	No	2
5	Window size 2490 x1265mm (W05)	No	6
6	Window size 4140 x 650mm (W06)	No	1
7	Window size 890 x 650mm (W07)	No	1
8	Window size 600 x 900mm (W08)	No	1
9	Door size 900 x 2400mm (D07) with type 02 ironmongery	No	1

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Bill No. 10
METALWORK
ECDC COMPLEX, ZWELITSHA

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Bill No. 10
METALWORK
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Bill No. 10
METALWORK
ECDC COMPLEX, ZWELITSHA

1 200 x 20mm Thick door or window surround

m

8

Sundries

2 Repair existing plaster crack (Provisional)

m

12

Carried to Collection

R

Bill No. 11
PLASTERING
ECDC COMPLEX, ZWELITSHA

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PLASTERING
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Bill No. 11
PLASTERING
ECDC COMPLEX, ZWELITSHA

Provide The Prime Cost Sum Of R 250.00/m2 Nett Supply Only For 600 x 600mm Porcelain Floor Tiles - Prices Are To Include For Laying, Tal Goldstar Adhesive, Pointing With Tal Tinted Epoxy Grout, Waste And Profit (Screeds Elsewhere Measured)

Note

Where descriptions described as "on existing screeded floors", the removal of the existing floor finish and the preparation work to receive new floor tiles has been included in Bill No 2 - Demolitions.

1	On existing screeded floors	m2	452
2	Cut skirting tile 100mm high on existing oil painted walls including all necessary preparation work	m	66
<p><u>Provide The Prime Cost Sum Of R 250.00/m2 Nett Supply Only For 200 x 200mm Quarry Floor Tiles - Prices Are To Include For Laying, Tal Goldstar Adhesive, Pointing With Tal Tinted Epoxy Grout, Waste And Profit (Screeds Elsewhere Measured)</u></p>			
3	On top of benches	m2	11
<p><u>Sundries</u></p>			
4	Aluminium tile trim as Mtrim ASE100.NA	m	16
5	Aluminium expansion joint cover as Mtrim ASEC410.NA (Provisional)	m	50

Carried to Collection

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Bill No. 12
 TILING
 ECDC COMPLEX, ZWELITSHA

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TILING
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Bill No. 12
TILING
ECDC COMPLEX, ZWELITSHA

Item No	BILL NO. 13	Quantity	Rate	Amount
	<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>			
	<u>Note</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>RAINWATER GOODS</u>			
	<u>Watertite Or Other Approved Pre-painted Aluminium Continuously Rolled Gutters, Downpipes And Accessories With Approved Colour</u>			
1	140 x 150 x 0.90mm Eaves gutter including brackets	m	82	
2	Extra for stopped end	No	6	
3	Ditto, angle	No	4	
4	Ditto, outlet for 78 x 78mm rainwater pipe	No	10	
5	78 x 78 x 2mm Rainwater pipe fixed to walls including brackets	m	53	
6	Extra for shoe	No	12	
7	Ditto, swan neck bend	No	8	
8	Expanded mesh leaf guard placed over gutter	m	82	
	Carried to Collection			R
	Bill No. 13 PLUMBING AND DRAINAGE (PROVISIONAL) ECDC COMPLEX, ZWELITSHA			

STORMWATER DRAINAGE

1	Flush out existing 160mm pipe off all dirt, rubbish, etc (approximate length 28.00m)		Item
2	Ditto, but 450mm pipe (approximate length 45.00m)		Item
3	Clean out existing 300mm precast concrete channel of all leaves, etc and high pressure water clean	m	35
4	Carefully break out and remove existing 1.00 x 1.00 x not exceeding 1.00m deep stormwater manhole complete including making sure that when the brickwork and concrete bottom is removed the pipework is protected from damage	No	3
5	New stormwater manhole size 1.00 x 1.00 x not exceeding 1.00m deep internally complete built in same position as manhole that was removed including 600 x 600mm hinged grating and frame (see Engineers drawing No DET-030)	No	2
6	Ditto, but with galvanised steel frame and precast concrete cover (ditto)	No	1

SOIL AND WASTE WATER DRAINAGE

UPVC Pipes Class 34 Including Laying On And Including Average 150mm Layer Of Sand Including Excavations In Earth, Risk Of Collapse, Keeping Excavations Free From Water, Working Space, Filling In And Ramming With Imported G7 Filling To 95%, Carting Away Surplus Soil, Etc

7	110mm Pipe laid in and including trenches not exceeding 1,00m deep	m	10
<u>Extra For:</u>			
8	110mm Bend	No	3

Carried to Collection

R

Bill No. 13
 PLUMBING AND DRAINAGE (PROVISIONAL)
 ECDC COMPLEX, ZWELITSHA

1	110mm Inspection eye bend	No	2	
2	110mm Inspection eye junction	No	1	
3	160mm Inspection eye reducing junction	No	1	
	<u>Sundries</u>			
4	Hack up existing 100mm thick concrete surface bed 700mm wide for new drains (elsewhere measured) and later relay concrete including waterproof sheeting, etc and make good	m	9	
5	Flush out existing 110mm pipe off all dirt, rubbish, etc (approximate length 25.00m)		Item	
6	Ditto, but 160mm pipe (approximate length 77.00m)		Item	
7	Excavate for, locate and cut into existing 160mm sewer pipe to receive new fitting (elsewhere measured)	No	1	
8	Carefully break out and remove existing gulley trap	No	3	
9	New UPVC gulley trap complete with UPVC removable grating including encasing all round with cement concrete 15MPa and with standard precast concrete surround fitted on top including excavation, risk of collapse, fill in and ram, formwork, etc and connecting up to existing 110mm sewer pipe	No	3	
10	Carefully break out and remove existing 1.00 x 1.00 x not exceeding 1.00m deep sewer manhole complete including making sure that when the brickwork and concrete bottom is removed the pipework is protected from damage	No	7	
	Carried to Collection			
	Bill No. 13 PLUMBING AND DRAINAGE (PROVISIONAL) ECDC COMPLEX, ZWELITSHA			R

1	New sewer manhole size 1.00 x 1.00 x not exceeding 1.00m deep internally complete built in same position as manhole that was removed including 450 x 600mm medium duty cover and frame (see Engineers drawing No DET-020)	No	4	
2	Ditto, but with heavy duty cover and frame (ditto)	No	3	
3	Extra over excavations for drain trenches, etc in earth for excavation in soft rock	m3	5	
4	Ditto, in hard rock	m3	5	
<u>Note:</u>				
In remeasuring the cubic quantity of extra for excavations in soft, hard rock, etc for drain trenches, etc the following basis shall apply:				
Drain Trenches, Water Supply, Etc - Trenches not exceeding 1,00m deep shall be taken 0,60m wider than the internal diameter of the pipe. This width shall be increased by 100mm for each successive depth of 1,00m to a maximum of 1,00m wider than the internal diameter of the pipe.				
Inspection Chambers, Etc - Inspection chambers, etc shall be taken to the full extent in width and depth and no more.				
<u>SANITARY PLUMBING</u>				
<u>UPVC Pipes And Fittings</u>				
5	40mm pipes	m	8	
6	50mm Pipes	m	10	
7	110mm Pipes	m	7	
Carried to Collection				R
Bill No. 13 PLUMBING AND DRAINAGE (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				

1	WC suite comprising wall hung pan as Duravit ME By Starck 253009, double flap seat as Duravit 0020190000, concealed cistern as Geberit Sigma Kombiflex with duel flush actuator as Geberit Sigma 30, flush pipe, etc complete including forming recess in brickwork for cistern all in strict accordance with the manufacturers instructions	No	7	
2	WC suite comprising wall hung pan as Duravit D 222809, double flap seat as Duravit 0060410000, concealed cistern as Geberit Sigma Kombiflex with duel flush actuator as Geberit Sigma 30, flush pipe, etc complete including forming recess in brickwork for cistern all in strict accordance with the manufacturers instructions	No	1	
3	Wall urinal as Duravit ME By Starck code 280930 complete with flush pipe for Geberit urinal flush control with electronic flush actuation, mains control, type 30 cover plate, etc all in strict accordance with the manufacturers instructions	No	1	
4	Double bowl sink unit as Frankie PLN621 complete with waste union, plug, chain, etc and fixing on top of timber fitting (elsewhere measured)	No	2	
<u>REMOVAL OF EXISTING SANITARYWARE AND TAPS</u>				
<u>Note</u>				
When pricing the removal of the following, only pipework that is necessary to be removed must be allowed for. All other pipework is to remain for connecting up to new sanitaryware and taps.				
5	Take out and remove existing geyser	No	2	
6	Take out and remove existing wash hand basin including taps	No	9	
7	Take out and remove existing sink including taps	No	1	
Carried to Collection				R
Bill No. 13 PLUMBING AND DRAINAGE (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				

1	Take out and remove existing WC suite	No	7	
2	Take out and remove existing 1.20m wall urinal including cistern and making good to plaster and screed	No	1	
<u>WATER SUPPLY</u>				
<u>HDPE Pipes And Fittings (Class 12) Including Laying On And Including Average 150mm Layer Of Sand Including Excavations In Earth, Risk Of Collapse, Keeping Excavations Free From Water, Working Space, Filling In And Ramming With Imported G7 Filling To 95%, Carting Away Surplus Soil, Etc</u>				
3	25mm Pipes laid in and including trenches	m	10	
<u>Extra For:</u>				
4	25mm Fittings	No	8	
5	110mm Saddle	No	1	
<u>Class II Copper Pipes</u>				
6	15mm Pipes	m	30	
7	22mm pipes	m	35	
8	15mm Pipes chased into walls including wrapping in builders paper and making good to plaster	m	8	
9	22mm Ditto	m	10	
10	15mm Pipes laid in and including trenches	m	4	
Carried to Collection				R
Bill No. 13 PLUMBING AND DRAINAGE (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				

1	22mm Ditto	m	4	
	<u>Extra For Approved Capillary Fittings</u>			
2	15mm Fittings	No	24	
3	22mm Fittings	No	28	
	<u>Extra For Approved Brass Compression Fittings</u>			
4	15mm Fittings	No	4	
5	22mm Fittings	No	6	
	<u>Sundries</u>			
6	Cut into existing 15mm pipe to receive new fitting (elsewhere measured)	No	4	
7	Ditto, but 22mm pipe	No	4	
8	15mm Chromium plated angle regulating valve with 350mm flexi tube as Cobra 832-10 including joints to pipes	No	30	
9	15mm Brass wheel valve including joints to pipes	No	2	
10	22mm Ditto	No	2	
11	25mm Heavy duty gate valve as Fullway class 16 including joints to pipes	No	1	
12	25mm Brass ball cock including joints to pipes	No	1	
	Carried to Collection			R
	Bill No. 13 PLUMBING AND DRAINAGE (PROVISIONAL) ECDC COMPLEX, ZWELITSHA			

1	15mm Brass hose tap including joint to pipe	No	1	
2	15mm Chromium plated basin mixer as Hansgrohe Logis 110 without waste including joints to pipes	No	9	
3	15mm Chromium plated sink mixer as Hansgrohe Decor 260 including joints to pipes	No	2	
4	25mm Approved water meter including joints to pipes	No	1	
5	22mm Brass vacuum breaker including joint to pipe	No	4	
6	22mm Brass pressure control valve including joints to pipes	No	2	
7	22mm Brass relief valve including joints to pipes	No	2	
8	50 Litre 400KPa high pressure horizontal hot water geyser including fixing in roof space and joints to pipes	No	2	
9	50mm UPVC overflow pipe	m	8	
10	Saint Gobian Isover geyser blanket to suit 50 litre geyser	No	2	
11	Galvanised sheet iron tray to suit 50 litre geyser	No	2	
12	Preformed fibre glass with canvas wrapping and metal cladding insulation to 15mm pipe all in strict accordance with the manufacturers instructions	m	5	
13	22mm Ditto	m	5	
Carried to Collection				
Bill No. 13 PLUMBING AND DRAINAGE (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				R

Bill No. 13
PLUMBING AND DRAINAGE (PROVISIONAL)
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Bill No. 13
PLUMBING AND DRAINAGE (PROVISIONAL)
ECDC COMPLEX, ZWELITSHA

Item No	BILL NO. 14	Quantity	Rate	Amount
	<u>GLAZING</u>			
	<u>Note</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>GLAZING TO WOOD WITH BEADS (ELSEWHERE MEASURED)</u>			
1	4mm Clear float glass and glazing in panes exceeding 0.10 and not exceeding 0,50m2	m2	3	
	<u>MIRRORS</u>			
2	6mm Float glass silvered back mirror size 400 x 600mm with polished edged, four times holed for and screwed to plugs in wall with chromium plated dome headed screws and cork washers at back	No	7	
3	Extra over last for 21mm Balau backing board size 700 x 900mm fixed to wall	No	7	
	Carried to Summary			R
	Bill No. 14 GLAZING ECDC COMPLEX, ZWELITSHA			

Item No	BILL NO. 15	Quantity	Rate	Amount
	<u>EXTERNAL WORKS (PROVISIONAL)</u>			
	<u>ALL TRADES</u>			
	<u>Note:</u>			
	For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>SITE CLEARANCE, ETC</u>			
1	Allow for clearing up all external pavement areas, etc and removing from site all rubbish, debris, vegetable matter, shrubs, etc (total area approximately 326m2)	m2	1	
	<u>NEW/EXISTING CONCRETE/BRICK PAVING WITHIN THE SITE BOUNDARIES</u>			
2	Carefully take up existing brick pavers and set aside for re-use (elsewhere measured)	m2	41	
3	High pressure water clean existing concrete pavings	m2	127	
4	Ditto, but existing brick paving	m2	404	
5	Ditto, but existing brick paving to treads and risers of steps	m2	5	
6	Excavate to reduce levels under pavings and deposit on site in spoil heaps	m3	14	
7	Load surplus or unsuitable material from spoil heaps and cart away to a dumping site to be located by the contractor	m3	14	
	Carried to Collection			R
	Bill No. 15 EXTERNAL WORKS (PROVISIONAL) ECDC COMPLEX, ZWELITSHA			

1	150mm Thick sub-base course of G7 material obtained from the excavations and compacted under roads, etc to 95% Mod AASHTO density (Note: Quantity is measured in cubic metres)	m3	6	
2	150mm Thick sub-base course of G5 material supplied by the contractor and compacted under roads, etc to 97% Mod AASHTO density (Note: Quantity is measured in cubic metres)	m3	6	
3	Scarify to a depth of 150mm and compact to 93% Mod AASHTO density.	m2	41	
4	Modified AASHTO density test on filling	No	3	
5	Concrete 25MPa in aprons	m3	1	
6	Thicken out edge of concrete apron size 200 x 100mm deep including necessary excavation, etc	m	14	
7	Broom finish to top of concrete apron to falls	m2	8	
8	Close rough formwork to edge not exceeding 300mm high	m	14	
9	10mm Closed cell polyethelene pre-formed joint filler not exceeding 300mm wide with 10 x 10mm hinged blocking piece between concrete or brick surfaces	m	14	
10	Remove blocking piece and seal 10 x 10mm cavity with Sikaflex Pro-3 sealant	m	14	
11	Remove existing sealant between concrete paving and building and re-seal 10 x 10mm cavity with Sikaflex Pro-3 sealant	m	98	
Carried to Collection				
Bill No. 15 EXTERNAL WORKS (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				R

1	Ref 193 fabric reinforcement in aprons	m2	8	
2	Take out of store existing brick pavers, chop off all existing cement mortar, re-lay to patterns to match existing on and including a 25mm thick sand bed including grouting joints with cement mortar after laying all to comply with SABS 1058 and SABS 1200-MJ	m2	33	
3	Approved round precast concrete bin size 500mm diameter x 740mm high including placing in position	No	1	
<u>CONCRETE PAVING TO MUNICIPAL PAVEMENT AREA</u>				
4	Take up and remove from site existing precast concrete roll-over kerb	m	46	
5	Ditto, but steel bollard 1.00m high including concrete base	No	10	
6	Excavate to reduce levels under pavings and deposit on site in spoil heaps	m3	103	
7	Load surplus or unsuitable material from spoil heaps and cart away to a dumping site to be located by the contractor	m3	103	
8	150mm Thick sub-base course of G7 material obtained from the excavations and compacted under roads, etc to 95% Mod AASHTO density (Note: Quantity is measured in cubic metres)	m3	39	
9	150mm Thick sub-base course of G5 material supplied by the contractor and compacted under roads, etc to 97% Mod AASHTO density (Note: Quantity is measured in cubic metres)	m3	39	
Carried to Collection				R
Bill No. 15 EXTERNAL WORKS (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				

1	Scarify to a depth of 150mm and compact to 93% Mod AASHTO density.	m2	258	
2	Modified AASHTO density test on filling	No	6	
3	Concrete 25MPa in pavings	m3	26	
4	Float top of concrete pavings to a smooth surface to falls prior to laying exposed gravel finish (elsewhere measured)	m2	258	
5	5-10mm Local exposed gravel set into top of concrete pavings whilst the concrete is still wet	m2	258	
6	4 x 45mm Saw cut joint in top of concrete surface bed	m	40	
7	Sikaflex Pro-3 sealant in filling to the above saw cut joint including backing cord and priming sides all in strict accordance with the Manufacturers instructions	m	40	
8	Close rough formwork to edge not exceeding 300mm high	m	10	
9	Ref 193 fabric reinforcement in aprons	m2	258	
10	Precast concrete kerb (SABS 927 figure 11) size 100 x 250mm finished smooth from the mould including excavation, backfilling, bedding and laying on a 15 MPa concrete bed, jointing, pointing, etc and continuous cement concrete haunching at back	m	26	
11	Ditto, circular on plan to a radius exceeding 4.00m	m	7	
Carried to Collection				
Bill No. 15 EXTERNAL WORKS (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				R

1	Precast concrete kerb (SABS 927 figure 8C) size 300 x 200mm finished smooth from the mould including excavation, backfilling, bedding and laying on a 15 MPa concrete bed, jointing, pointing, etc and continuous cement concrete haunching at back	m	59	
2	Ditto, circular on plan to a radius exceeding 4.00m	m	16	
3	600 x 600 x 50mm Approved precast concrete paving slab placed flush into top of concrete paving whilst the concrete is still wet	No	85	
<u>LAY PAVERS WHERE EXISTING BENCH WAS REMOVED</u>				
4	Excavate to reduce levels under pavings and deposit on site in spoil heaps	m3	2	
5	Load surplus or unsuitable material from spoil heaps and cart away to a dumping site to be located by the contractor	m3	2	
6	150mm Thick sub-base course of G7 material obtained from the excavations and compacted under roads, etc to 95% Mod AASHTO density (Note: Quantity is measured in cubic metres)	m3	1	
7	150mm Thick sub-base course of G5 material supplied by the contractor and compacted under roads, etc to 97% Mod AASHTO density (Note: Quantity is measured in cubic metres)	m3	1	
8	Scarify to a depth of 150mm and compact to 95% Mod AASHTO density.	m2	4	
9	Modified AASHTO density test on filling	No	1	
Carried to Collection				R
Bill No. 15 EXTERNAL WORKS (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				

1	Take out of store existing brick pavers, chop off all existing cement mortar, re-lay to patterns to match existing on and including a 25mm thick sand bed including grouting joints with cement mortar after laying all to comply with SABS 1058 and SABS 1200-MJ	m2	4	
<u>FLOWER BOX WALLS</u>				
2	Take off and remove existing 230mm wide facebrick coping and prepare top of wall to receive new brickwork (elsewhere measured)	m	15	
3	Excavate for surface trenches not exceeding 2.00m deep and deposit on site in spoil heaps	m3	10	
4	Extra over for excavation in soft rock	m3	2	
5	Ditto, in hard rock	m3	2	
6	Risk of collapse not exceeding 1.50m deep	m2	29	
7	Allow for keeping excavations free from water		Item	
8	Load surplus or unsuitable material from spoil heaps and cart away to a dumping site to be located by the contractor	m3	10	
9	Earth filling using imported G7 material in backfilling to trenches,etc and compacted in layers not exceeding 150mm thick to 93% Mod AASHTO density	m3	4	
10	Top soil supplied by the Contractor including laying in flower boxes (elsewhere measured)	m3	13	
11	Concrete 25MPa in footings	m3	4	
Carried to Collection				R
Bill No. 15 EXTERNAL WORKS (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				

1	One brick wall	m2	20	
2	Ditto, circular on plan	m2	9	
3	155mm Brick mesh reinforcement in walls	m	87	
4	Extra over brickwork for faced brickwork in selected face bricks (Provide the prime cost sum of R 7000.00 (seven thousand rand)/1000 for supply and delivery of bricks)	m2	39	
5	Ditto, circular on plan	m2	17	
6	230mm Wide facebrick on edge coping	m	28	
7	Ditto, circular on plan	m	11	
<u>REPAIR EXISTING RETAINING WALL</u>				
8	Take out and remove tree exceeding 0.50 and not exceeding 1.00m girth including grubbing up roots, filling in hole, compacting and making good	No	3	
9	Take down existing one brick facebrick wall, chop off existing cement mortar and set aside for re-use (elsewhere measured)	m2	15	
10	Take out of store existing facebricks and re-build one brick wide wall in same area where previously removed including pointing joints, etc	m2	15	
<u>FENCING AND GATES</u>				
<u>Note</u>				
The Fencing Contractor is to provide shop drawings for the gates.				
Carried to Collection				
Bill No. 15 EXTERNAL WORKS (PROVISIONAL) ECDC COMPLEX, ZWELITSHA				R

Betafence Betaview Optima Complete Including Panels, Posts, Excavations, Backfilling, Concrete Bases, Etc All In Strict Accordance With The Manufacturers Instructions

1	Fencing 2.10m high with posts bolted to top of existing brick retaining wall	m	32
2	100mm Saw tooth spikes fixed to top of fence	m	32
3	Single pedestrian gate size 1000 x 2100mm overall including two gate posts, saw tooth spikes, hinges, locking mechanism, etc	No	1
4	Sliding gate size 4000 x 2800mm complete including concrete beam for track and fixing up against brick opening in building (see drawing 3247-Arch-100 for proposed design of gate)	No	2

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Bill No. 15
EXTERNAL WORKS (PROVISIONAL)
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Bill No. 15

EXTERNAL WORKS (PROVISIONAL)

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Item No		Quantity	Rate	Amount
	<u>BILL NO. 16</u>			
	<u>PROVISIONAL SUMS</u>			
	The tenderer's attention is drawn to the fact that all Provisional Sums stated are nett and do not include builder's discount.			

	<u>Mechanical Installation</u>			
1	Provide the sum of R 30 000.00 (thirty thousand rand) for mechanical installation supplied and fixed complete	Item		30 000.00
2	Allow for profit	Item		
3	Allow for attendance	Item		
	<u>Joinery</u>			
4	Provide the sum of R 50 000-00 (fifty thousand rand) for joinery supplied and fixed complete	Item		50 000.00
5	Allow for profit	Item		
6	Allow for attendance	Item		
	<u>Repairwork, Sand Blasting, Galvanising And Powder Coating Existing Steel Gates</u>			
7	Provide the sum of R 65 000-00 (sixty five thousand rand) for repairwork, sand blasting, galvanising and powder coating existing steel gates supplied and fixed complete	Item		65 000.00
8	Allow for profit	Item		
	Carried to Collection		R	
	Bill No. 16 PROVISIONAL SUMS ECDC COMPLEX, ZWELITSHA			

Bill No. 16

PROVISIONAL SUMS

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Bill No. 16
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Item No	Quantity	Rate	Amount
<p><u>BILL NO.17</u></p> <p><u>OCCUPATIONAL HEALTH AND SAFETY</u></p> <p><u>TRADE PREAMBLES</u></p> <p><u>Trade Preambles</u></p> <p><u>For Trade Preambles refer to 'Model Preambles for Trades' (2008 edition) for the full descriptions of material to be used and work to be done in this Bill</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Supplementary Preambles</u></p> <p><u>Where items in this Bill are identical to those in the previous Bills, the descriptions have been shortened, and the full descriptions in the Trades concerned are to be referred to for the full meaning and intent each item</u></p> <p><u>Prior to pricing the Principal Contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014 and any other relevant Regulations and Standards as well as project specific Health & Safety specifications</u></p> <p><u>The quantities contained herein serve as a guideline only to determine if the contractor has sufficiently priced for the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications. Were quantities are missing the contractor is to insert his own quantities based on his individual requirements to comply with the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications</u></p>			
<p>Carried to Collection</p>			R
<p>Bill No. 17 OCCUPATIONAL HEALTH AND SAFETY ECDC COMPLEX, ZWELITSHA</p>			

All Costs to comply with the obligations and demands of the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014 and any other other relevant Regulations and Standards as well as project specific Health & Safety Specifications not listed or mentioned below must be priced in Preliminaries Section of the Bills of Quantities ' Clause 7.2 Health and Safety no additional claims in respect of compliance with the above mentioned will be considered

OCCUPATIONAL HEALTH AND SAFETY

Full time safety officer

1	Full time attendance on site of a SACPCMP-registered construction health and safety officer or manager from the start of construction until the end of project handover.	Mnths	8.00	
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General

2	First aiders and first aid kits		Item	
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3	Medical certificates of fitness Medical examination of all employees and certification of fitness by an occupational medicine practitioner. Pre-employment, annual and exit medical examination is required		Item	
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4	Emergency Equipment based on the risk exposure and emergency rescue. stretchers, neck brace, spill kits, lifting and lowering hosting equipment of the injured	Lmp S	1.00	
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5	Competent inspectors for equipment such as examples scaffolding inspectors and lifting machine inspector	Lmp S	1.00	
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6	Mandatory training such as risk assessments, legal liability/OHS Act, incident investigation	Lmp S	1.00	
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Bill No. 17
 OCCUPATIONAL HEALTH AND SAFETY
 ECDC COMPLEX, ZWELITSHA

1	Provide, supply and maintenance for each worker the following SANS approved personal protective equipment & clothing as per the site-specific risk assessments: • Hard Hats • Overall/work suit (100% Cotton) • Safety boots/shoes (Steel-Toe) • Safety gumboots (Steel-Toe) • Ear Plugs/Muffs • Dust Mask(at least FF2 type) • Respirators • Safety goggles • Hand gloves •Reflector vests • Other			Item	
2	Barricading and hoarding for fall arrest, SANS approved safety netting (orange color with minimum of 1,2 meters high)	Lmp S	1.00		
3	Waste bins on site and regular removal			Item	
4	Construction signage			Item	
5	Safe scaffolding	Lmp S	1.00		
6	Safe lifting equipment for lifting and lowering pipes	Lmp S	1.00		
7	Occupational hygiene measurement and/or AIA certification, where required Measurement or certification of risk exposure	Lmp S	1.00		
8	Employee facilities drinking water, change facility, personal lockers, wash facilities, eating facilities) considering toilet and rest facilities	Lmp S	1.00		
9	Dust control measure for the prevention of dust nuisance			Item	
10	Preparation of the Contractors site specific health and safety plan and safety file			Item	
Carried to Collection					R
Bill No. 17 OCCUPATIONAL HEALTH AND SAFETY ECDC COMPLEX, ZWELITSHA					

- 1 Principal Contractors initial obligation in respect of the occupational health and safety act and construction regulations
- 2 Submission of a health and safety file scanned to a CD
- 3 Electronic close out report

Item

Item

Item

HEALTH AND SAFETY EDUCATION

Health and safety education

- 4 Allow for all compulsory health and safety awareness programme (e.g. Inductions, toolbox Talks, Safety Promotions, H&S related training, etc.)

Item

COMPULSORY BREAKDOWN FOR THE ADJUSTMENT OF OHS REQUIREMENTS

Compulsory breakdown for the adjustment of OHS requirements

Value related (R _____)

Fixed related (R _____)

Time related (R _____)

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Bill No. 17
 OCCUPATIONAL HEALTH AND SAFETY
 ECDC COMPLEX, ZWELITSHA

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OCCUPATIONAL HEALTH AND SAFETY
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OCCUPATIONAL HEALTH AND SAFETY
ECDC COMPLEX, ZWELITSHA

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14	GLAZING	68	
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16	PROVISIONAL SUMS	81	
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	Allow the sum of R 150 000.00 (one hundred and fifty thousand rand) for contingencies to be adjusted as required		
		Item	150 000.00
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Bill No	<u>FINAL SUMMARY</u>	Page No	Amount
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	Allow the sum of R 175 000.00 (one hundred and seventy five thousand rand) for escalation to be adjusted in accordance with the JBCC Contract Price Adjustment Provisions	Item	175 000.00
	NETT BUILDING COST		R
	ADD : 15% VALUE ADDED TAX		R
	Carried to Form of Tender		R
	ECDC COMPLEX, ZWELITSHA		

C2.3 – Drawings/Schedules



Safintra SA produced 0,55mm thick 410mm cover Saflok 410® Thunderstorm COLORPLUS® interlocking concealed fix roof covering, fixed to timber purlins at 1920mm centres and endspan purlins at 1720mm centres (final spacing to be calculated by an engineer) by means of a SL 4100 clips secured to purlins in combination with a suitable Class Safintra approved wafer head self-tapping fasteners with roof insulation, all in accordance with the manufacturer's recommendations. All aspects to be in strict accordance with the manufacturer's latest published recommendations. Profile measurements and proportions must be in line with the latest Product Specification Manual as published by Safintra SA.

- Installation region: coastal belt.
- Atmospheric corrosion category: C5.
- Sheet coating: A2200.
- 'Sisalatron fr 430' fire retardant industrial grade reinforced aluminium foil insulation fixed to underside of purlins with approx. overlaps & fixings to manuf spec. ends & overlap joints to be approx. taped/secured to manuf. spec.

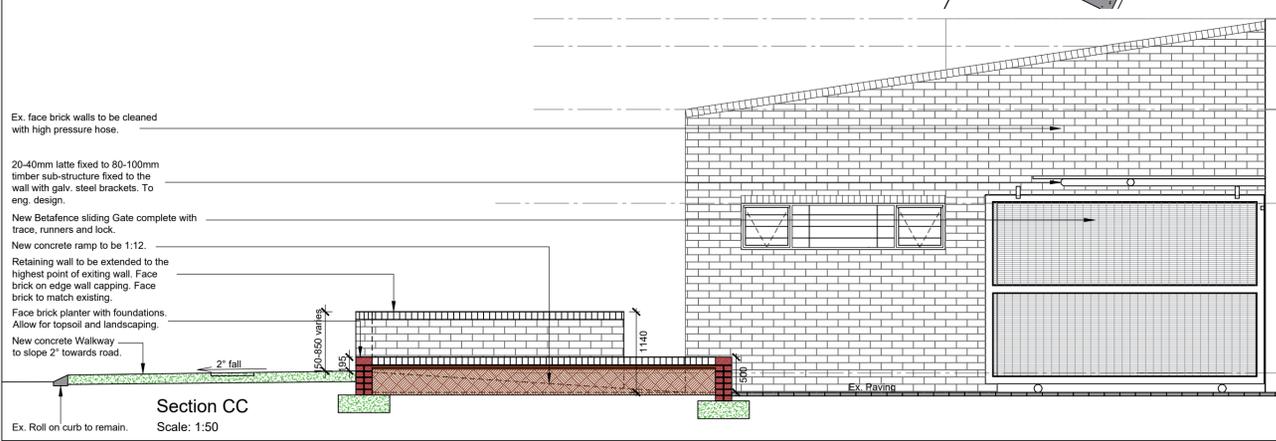
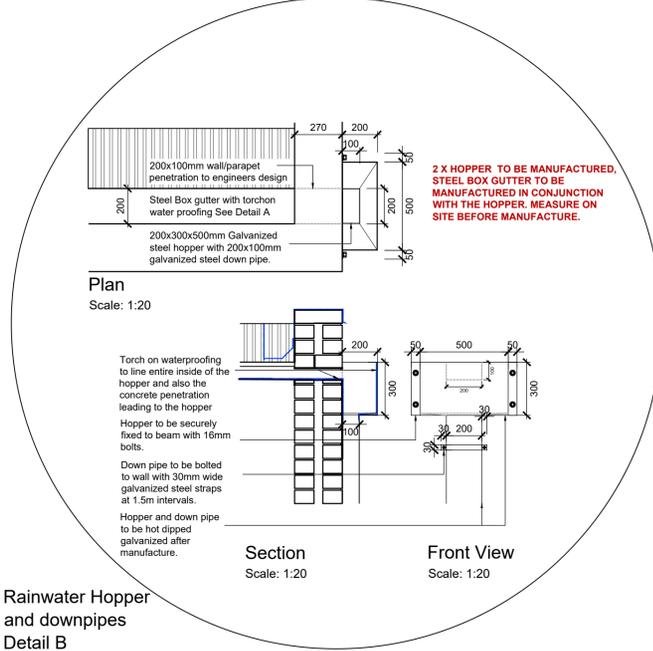
- New planter with landscaping.
- Round Concrete Bin Size: 740mm high x 500mm diameter
- New face brick wall/planter with brick on edge wall capping. Curved wall to be 150mm from NGL
- Existing paving to be cleaned with a high pressure hose.
- 20-40mm latte fixed to 80-100mm timber sub-structure fixed to the wall with galv. steel brackets. To eng. design.
- Concrete topping with 19mm stone grit on-top. 210m²
- New face brick wall/planter with brick on edge wall capping. 500mm to top of wall capping.
- Brush finish concrete pre-cast panels.
- 600x600mm precast concrete pavers. to be set in flush with the concrete slab. 85 units
- Existing roll on curb. Allow for 8m of new roll on curb.
- Existing power pole.
- New face brick retaining wall with brick on edge wall capping.
- Fig.13 concrete curb at planter edge.
- Existing paving to be removed to allow for a 600mm wide concrete apron. Seal between building and new apron with Sika polysulphide joint sealant. Use existing paving elsewhere as indicated on floor finish plan.
- Existing paving to be cleaned with a high pressure hose.
- New planter with landscaping.

300 x 8mm fiber cement fascia fixed to existing trusses. water-tite (or equal approved) guttering square profile aluminium h3003h 14 seamless gutter, overall size 140 x 150 x 0,9mm thick. finish-coated with colourtech g4 in colour to be confirmed by architect. Including cut and mitred angles covered with a mitre strip externally, stop ends riveted and all sealed on the inside with DOW corning 813 silicone sealer, secured to 300 x 8mm fibre cement fascia &/or wall with 20 x 3mm dual-purpose brackets at 600mm centres using aluminium peeled rivets, including a 50 x 20mm high overflow spigot, including expanded aluminium mesh leaf guard set over gutter with 78 x 78 x 2mm thick aluminium downpipe in colour to be confirmed by architect, fixed to wall with straps at 1500mm centres using nail plugs, with downpipes riveted and silicone sealed to gutter outlets, including all necessary bends, elbows, shoes etc.

2100x900mm Beta Fence gate with lock.

Ex. concrete slab to be cleaned with high pressure hose. Seal between building and Ex. concrete slab with Sika polysulphide joint sealant.

2.1m high Betafence BetaView Optima fence with shark tooth spikes.



BETAVIEW® OPTIMA

The leading South African perimeter security fence system optimized for longevity in medium-to-low corrosive environments.

FEATURES & BENEFITS

- Strong and aesthetic security**
BetaView® Optima features small apertures for excellent resistance against cutting and a shallower D-bend making it more difficult to climb.
- Optimised coatings**
High quality coatings developed specifically for low-to-medium corrosive environments*, further than 25km from the coast, provide longevity at an affordable price.
- Visibility**
BetaView Optima delivers excellent visibility through the fence and appears almost invisible from a distance, even at an angle. It is ideal for use with surveillance systems.
- Compliant 3m wide panels**
Expertly designed posts and superior fixing mechanisms maintains the complete installation's integrity and resists against attempts to pry panels loose from the post.
- Tamper resistant fixing mechanisms**
Expertly designed posts and superior fixing mechanisms maintains the complete installation's integrity and resists against attempts to pry panels loose from the post.
- Full system 10-year standard guarantee (standard terms & conditions apply)**
Superior coatings underpin our 10-year anti-corrosion guarantee when the full system (panels, Bekafix® Secure posts, and Betafence fixators) is used.

Security level

Applications

Functionalities

Panels

Coated Wire Diameter: 3.4mm (Galvanized and PVC)
 Apertures: 76,2mm x 12,7mm
 Standard Width: 3050mm
 Nominal Heights: 1800mm, 2100mm, 2400mm
 Tensile Strength: 500-750 N/mm²
 Weld Strength: not less than 50% of min. wire breaking load
 Weight: 5.24 kg/m²

Gates

For comprehensive access control solutions that ensure a uniform level of security throughout your perimeter, inquire about our fit-for-purpose range of swing and sliding gates.

Quality Assurance

Our range of high-security products are locally manufactured in our South African ISO 9001:2015 quality certified facility.

Durable High-Quality Coatings

High-quality galvanized wires receive an adhesion primer before our durable PVC coating is applied. BetaView Optima is designed to guarantee a long lifespan and low maintenance in low-to-medium* corrosive environments. Available in anthracite RAL 7021.

* C1, 2, and 3 corrosive environments as determined by ISO 9223 standard and/or further than 25km from the coast.

Posts & Fixing Mechanisms

Bekafix® Secure posts are specifically designed and engineered to be used in combination with Betafence's panels. With Bekafix Secure, the fence is safely tucked behind the lip of the post, resisting against attempts to pry the panel loose from the post. The panels are secured to the post with specialised fixators, firmly bolted through the post using stainless steel security bolts and shear-off nuts that protect against tampering.

This combination of Betafence panels with Bekafix Secure post and superior fixing mechanisms delivers a complete fencing system that ensures the installation's integrity and protection levels.

Optional features

Increase your perimeter's protection by adding sawtooth top rails to further discourage climbing attempts.

Additional Security Accessories

Extended posts and brackets are available to accommodate additional security features such as electric fencing**, flat wrap razor, or B7C coil topings.

**Supplied and installed by third parties.

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GENERAL NOTE

1. ALL STRUCTURAL, ELECTRICAL, CIVIL AND LANDSCAPING QUERIES ARE TO BE REFERRED TO THE RELEVANT CONSULTANTS DRAWINGS, SPECIFICATIONS AND DETAILS
2. ALL PLUMBING QUERIES ARE TO BE REFERRED TO THE RELEVANT SPECIALIST CONSULTANTS DRAWINGS, SPECIFICATIONS AND DETAILS
3. ALL CONCRETE, COLUMNS AND STRUCTURAL QUERIES ARE TO BE REFERRED TO PR. STRUCTURAL ENGINEER'S DRAWINGS, SPECIFICATIONS AND DETAILS
4. ALL EXTERNAL / INTERNAL WALLS REQUIRING BRACING / STIFFENING ARE TO BE CONSTRUCTED IN ACCORDANCE WITH PR. STRUCTURAL ENGINEER'S DRAWINGS, SPECIFICATIONS AND DETAILS
5. ALL SPECIFICATIONS WITH REGARD TO FIRE REGULATIONS, TO BE REFERRED TO CONSULTANTS DRAWINGS, SPECIFICATIONS AND DETAILS
6. ALL DESIGN AND CONSTRUCTION TO COMPLY WITH THE RELEVANT SANS REGULATIONS.
7. ANY DISCREPANCY IN THE DRAWINGS, DIMENSIONS & SPECIFICATIONS TO BE BROUGHT TO THE ATTENTION OF THE CONSULTANT AND ARCHITECT PRIOR TO ANY WORK BEING PUT IN HAND.
8. ONLY FIGURED DIMENSIONS TO BE FOLLOWED - SCALED DIMENSIONS OF DRAWINGS WILL NOT BE PERMITTED

00	2023		AP
No	Date	Revision Description	By

DRAWING SIZE
A1

CAD

CONSULTING TEAM

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Member of the Surbana Jurong Group

ZNM
CONSULTING CIVIL & STRUCTURAL ENGINEERS

RNA CONSULTING ENGINEERS
Consulting Electrical & Mechanical Engineers

client
EASTERN CAPE DEVELOPMENT CORPORATION

project number
ECDC/INFRA/04/062022

drawing name
SITE PLAN

project details
ECDC - ZWELITSHA COMPLEX

drawing number	revision		
3247-ARCH-100-SITE PLAN	A		
drawn	checked	scale	date
PJT	A.Pritchard SACAP 7614 PROF. ARCH.	AS	14 August 2023
registered owner signature	architects signature		

ECDC - Cluster C2

2023

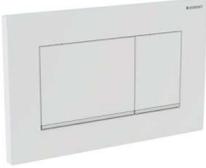
SANITARY SCHEDULE

Zwelitsha Complex

TENDER



WC1	
Toilet	
	Duravit - ME by Starck #253009 Toilet wall mounted Compact Duravit Rimless® 370 x 480 mm. Rimless, washdown model, Durafix included, UWL class 1. Inside colour White, outside colour White, 4,5 l. 370 x 480 mm White Alpin 2530090000 Toilet seat and cover #002019. Removable, hinges stainless steel, with soft closure. White Alpin 0020190000
	Geberit Kombifix element for wall-hung WC, 108 cm, with Sigma concealed cistern 12 cm
	Geberit Sigma30 actuator plate for dual flush
Room No.	Room Name
2	Toilet
7	Male Toilet
9	Toilet
17	Female Toilet
	Total

WC2		
Toilet		
	<p>D-Code #222809 Toilet wall mounted 360 x 700 mm. Washdown model, suitable for barrier-free applications, projection 700 mm, UWL class 1. 4,5 l 360 x 700 mm White Alpin 22280900002& 2 Rails 750mm x 380mm x 900mm, all with installation accessories.</p> <p>Toilet seat and cover #006041. elongated, with lateral reinforcement and extended hinge shaft, hinges stainless steel, without soft closure. White Alpin 0060410000</p>	
	<p>Geberit Kombifix element for wall-hung WC, 108 cm, with Sigma concealed cistern 12 cm</p>	
	<p>Geberit Sigma30 actuator plate for dual flush</p>	
Room No.	Room Name	
28	Universal Toilet	1
	Total	1

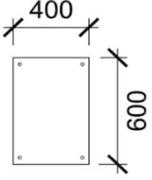
B1		
Basin		
	<p>Duravit No.1 #074345 Handrinse basin, furniture handrinse basin 450 x 350 mm. with overflow, with tap platform, underneath glazed, 450 mm. 450 x 350 mm White Alpin 07434500002</p> <p>Duravit No.1 #085845 Siphon cover. Fixings included, for # 237555, 237560, 237565, 237580. White Alpin 08584500002</p>	
	<p>Code: COB-302-32 Cobra - 63.5mm Slotted basin Aquawaste - Chrome. Includes 62mm diameter flange, 78mm long shank, and 1 1/4" BSP male outlet connection.</p>	
	<p>Hansgrohe -Logis Single lever basin mixer 100 without waste set. Code. 71101003 Chrome</p> <ul style="list-style-type: none"> • ComfortZone 100 • projection: 108 mm • spout height: 93 mm • spray type: normal spray • maximum flow rate at 3 bar: 5 l/min • ceramic cartridge • temperature limitation adjustable • suitable for continuous flow water heaters • connection type: G ½ connections • connection dimension: DN1 <p>CODE: COB-832-10 Cobra - 2 x Angle valves for flexi tubes, ball type, chrome. Includes: sliding wall flange, and 1/2" BSP male inlet x 1/2" BSP male outlet. 82mm</p>	
	<p>Geberit bottle trap with dip tube for washbasin, horizontal outlet</p>	
<p>Room No.</p>	<p>Room Name</p>	
<p>2</p>	<p>Toilet</p>	<p>1</p>
<p>7</p>	<p>Male Toilet</p>	<p>2</p>
<p>9</p>	<p>Toilet</p>	<p>1</p>
<p>17</p>	<p>Female Toilet</p>	<p>2</p>
<p>28</p>	<p>Universal Toilet</p>	<p>1</p>
<p>Total</p>		<p>7</p>

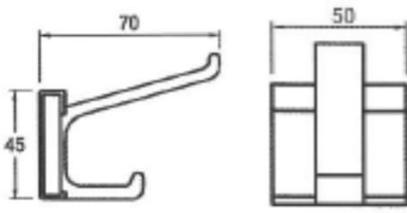
S1		
Sink		
	Franke - Projectline PLN621 1160x460 DEB double end bowl insert sink (Code: 1990031) with Spazi F/2 plumbing kit and Waste fittings to 50mm – PVC traps specified elsewhere Unit to be manufactured from Austentic Polished Stainless Steel.	
	Decor Single lever kitchen mixer 260, 7 l/min, 1jet Chrome 31820223 <ul style="list-style-type: none"> • handle can be positioned on the right or left • ComfortZone 260 • projection 204 mm • swivel range adjustable in 3 steps 110°, 150° or 360° • normal spray • connection dimension: DN15 • maximum flow rate at 3 bar: 7 l/min • ceramic cartridge • connection type: G ½ connections • temperature limitation adjustable • suitable for continuous flow water heaters 	
	Code: HG90610800 Hansgrohe - Valves - Chrome - Angle valves including Compression nut 10mm X 15mm – X2	
Room No.	Room Name	
4	Kitchen	1
20	Kitchenette	1
	Total	2

U1		
Urinal		
	Duravit - ME by Starck #280930 Urinal Duravit Rimless® 300 x 350 mm. Rimless, concealed inlet, syphonic action, horizontal outlet, fixings included. Model without fly, 0,5 L 300 x 350 mm White Alpin 2809300000 Accessory : #005112 Siphon ø 50 mm #695800 Water inlet mechanism 1/2" mm	
	Geberit installation set with flush pipe, for urinal flush control, universal . Geberit urinal flush control with electronic flush actuation, mains operation, Type 30 cover plate	
Room No.	Room Name	
7	Male Toilet	1
	Total	1

BT		
Bath Tissue Dispencer		
	Kimberly - Clark MR2 Bath Tissue Dispenser - Stainless steel. Code: 426130. 270mm x 145mm x 140mm. Wall mounted.	
Room No.	Room Name	
2	Toilet	1
7	Male Toilet	2
9	Toilet	1
17	Female Toilet	3
28	Universal Toilet	1
	Total	8

B3: Bin		
Bin Stainless Steel		
	Kimberly - Clark Wall mounted stainless steel bin Disposer. Code: 426135. 392mm x 350mm x 285mm	
Room No.	Room Name	
2	Toilet	1
7	Male Toilet	1
9	Toilet	1
17	Female Toilet	1
28	Universal Toilet	1
	Total	5

B3: M1		
Mirror - 400X600mm		
	400 x 600mm polished float glass mirror with beveled edges, fixed to wall, with C/P covers to screws. [Note: white silicone sealant all around mirror and masonite backing board. 700 x 900 x 21mm Balau timber backing board.	
Room No.	Room Name	
2	Toilet	1
7	Male Toilet	2
9	Toilet	1
17	Female Toilet	2
28	Universal Toilet	1
	Total	7

B3: TH1		
Towel hook - Single		
		Aluminium multi track towel hook double (as per picture), 70 x 45 x 50mm mounted to wall with screws.
Room No.	Room Name	
2	Toilet	1
7	Male Toilet	2
9	Toilet	1
17	Female Toilet	3
	Total	7

WINDOW & BURGLAR BAR SCHEDULE

ECDC - CLUSTER C2

At

ZWELITSHA COMPLEX



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SCHEDULE

WINDOW TYPE

W1

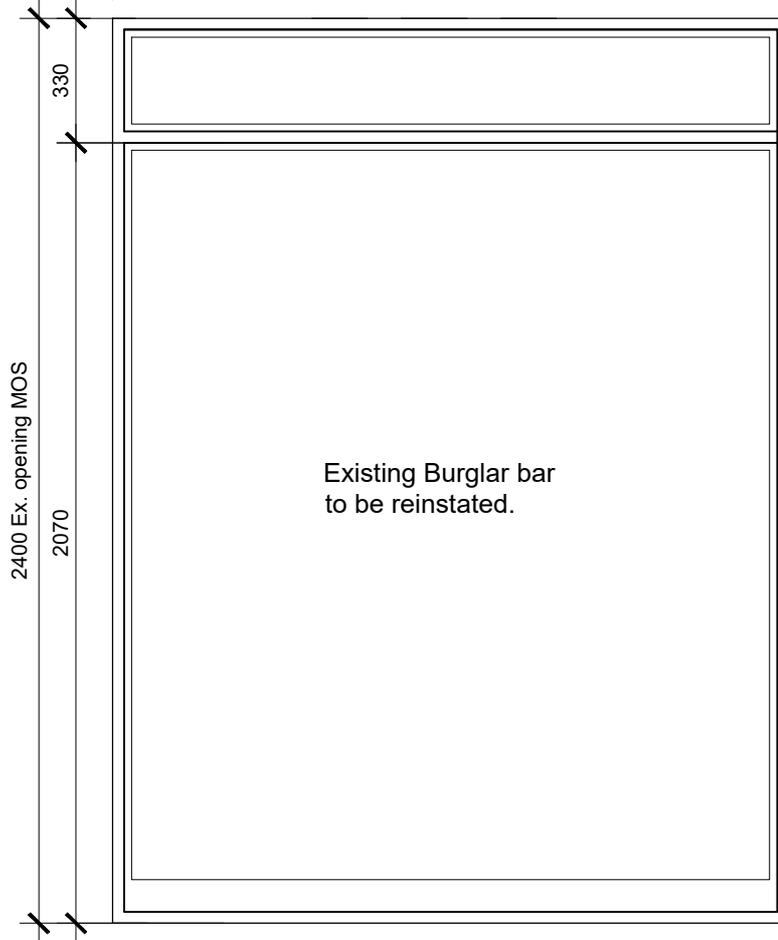
NOTE: All opening sizes to be checked on site before manufacturing of window frames.

Window & Burglar Bar Schedule

1780 Ex. opening MOS

W01
01

W01
16



Elevation

frame

Sheerline Aluminum Systems - Sheersash 36 casement aluminium window manufactured in accordance with the manuals as provided by Sheerline Aluminium Systems Manufacturer and installer shell be AAAMSA certificated.

glazing

6.3mm laminated safty glass.All glazing to comply with SANS 10400 – XA & SANS 204 & SANS 10400 part N.Supply SAGGA certificate

window number

01, 16

finish

Powder coated charcoal

extras

nil



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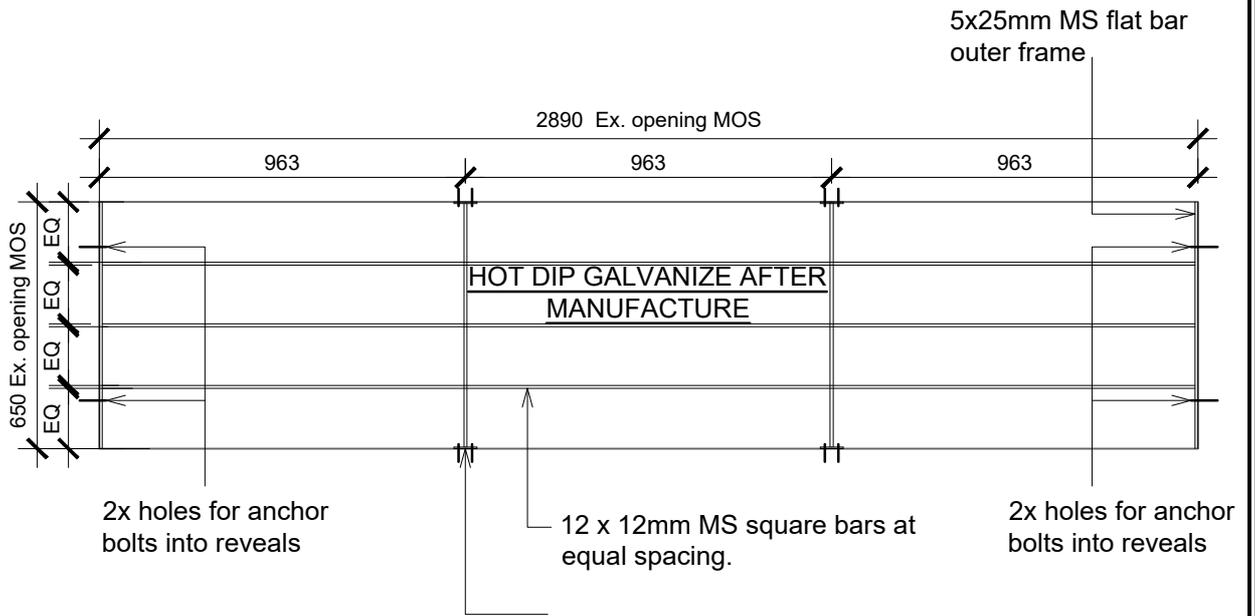
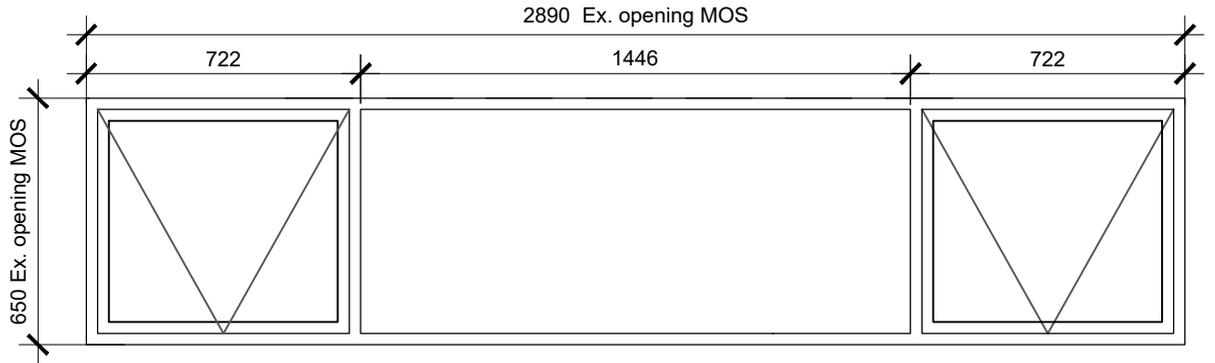
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REVISIONS				REV
Date	Rev	Description		
			-	

WINDOW TYPE

W2

NOTE: All opening sizes to be checked on site before manufacturing of window frames.

Window & Burglar Bar Schedule



W02	W02	W02	W02	W02
02	03	04	17	19

HOT DIP GALVANIZE AFTER MANUFACTURE

frame

Sheerline Aluminum Systems - Sheersash 36 casement aluminium window manufactured in accordance with the manuals as provided by Sheerline Aluminium Systems Manufacturer and installer shell be AAAMSA certificated.

glazing

6.3mm laminated safty glass.All glazing to comply with SANS 10400 – XA & SANS 204 & SANS 10400 part N.Supply SAGGA certificate

window number

02, 03, 04, 17, 19

finish

Powder coated charcoal

extras

nil



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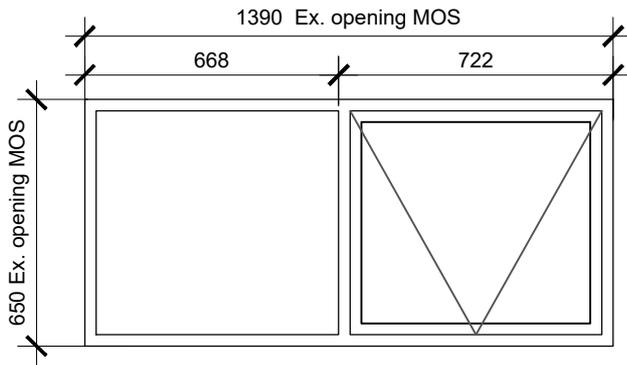
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Date	Rev	Description		

WINDOW TYPE

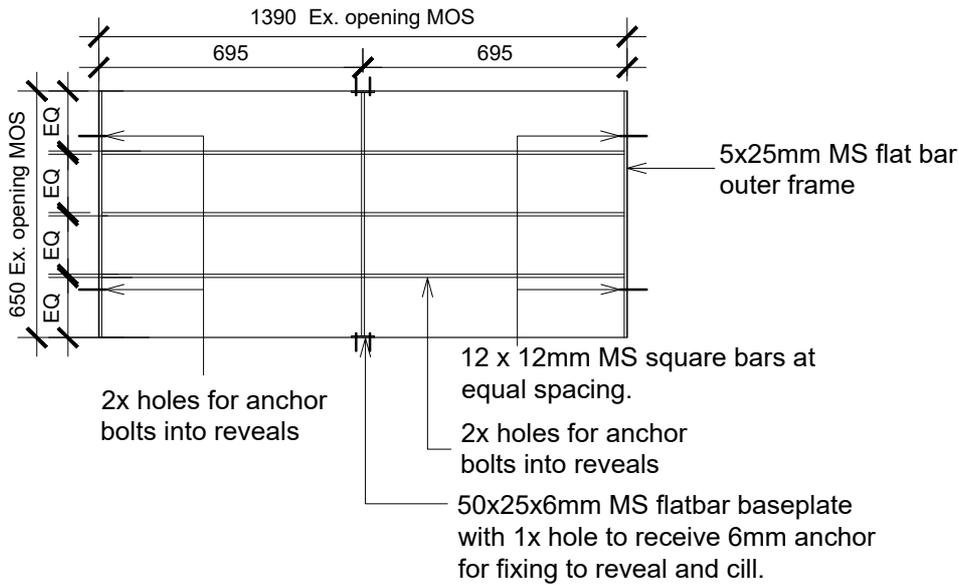
W3

NOTE: All opening sizes to be checked on site before manufacturing of window frames.

Window & Burglar Bar Schedule



W03
05
W03
06



HOT DIP GALVANIZE AFTER MANUFACTURE

frame

Sheerline Aluminum Systems - Sheersash 36 casement aluminium window manufactured in accordance with the manuals as provided by Sheerline Aluminium Systems Manufacturer and installer shell be AAAMSA certificated.

glazing

6.3mm laminated safty glass.All glazing to comply with SANS 10400 – XA & SANS 204 & SANS 10400 part N.Supply SAGGA certificate

window number

05, 06

finish

Powder coated charcoal

extras

nil



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Date	Rev	Description		
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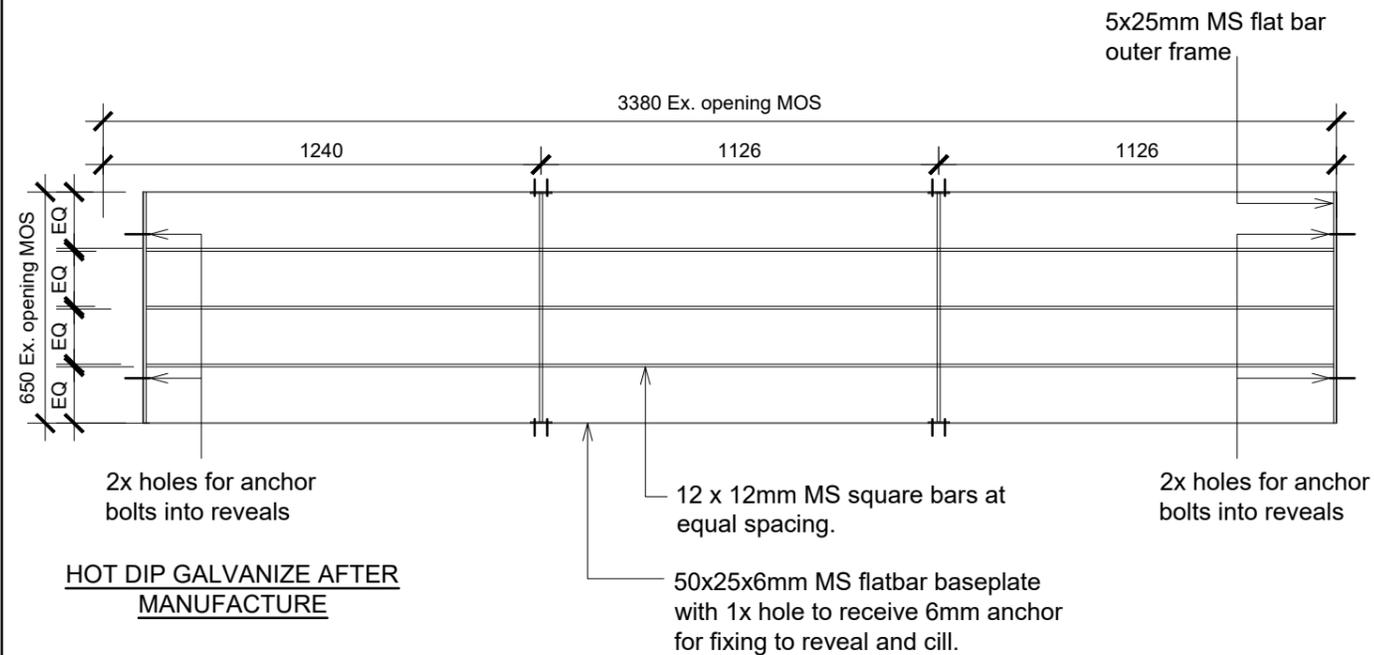
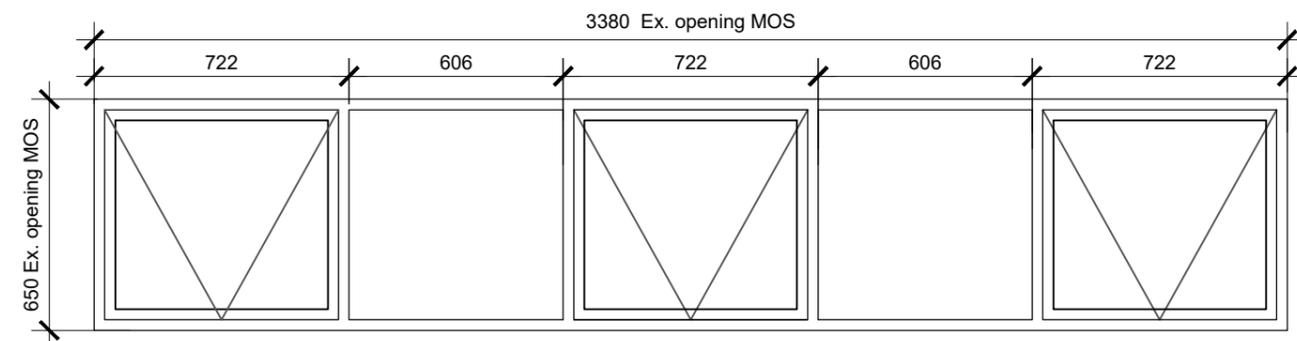
WINDOW TYPE

W4

NOTE: All opening sizes to be checked on site before manufacturing

Window & Burglar Bar Schedule

W04
07
W04
14



frame	Sheerline Aluminum Systems - Sheersash 36 casement aluminium window manufactured in accordance with the manuals as provided by Sheerline Aluminium Systems Manufacturer and installer shell be AAAMSA certificated.
door	6.3mm laminated safty glass.All glazing to comply with SANS 10400 – XA & SANS 204 & SANS 10400 part N.Supply SAGGA certificate
window number	07, 14
finish	Powder coated charcoal
extras	nil

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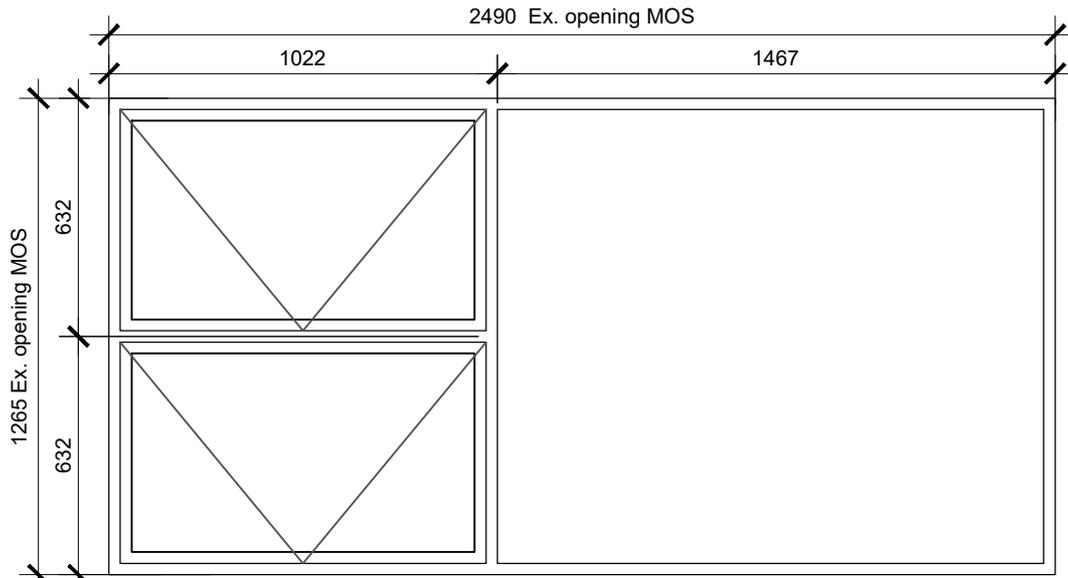
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REVISIONS				REV
Date	Rev	Description	0	

WINDOW TYPE

W5

NOTE: All opening sizes to be checked on site before manufacturing of window frames.

Window & Burglar Bar Schedule



W05
09

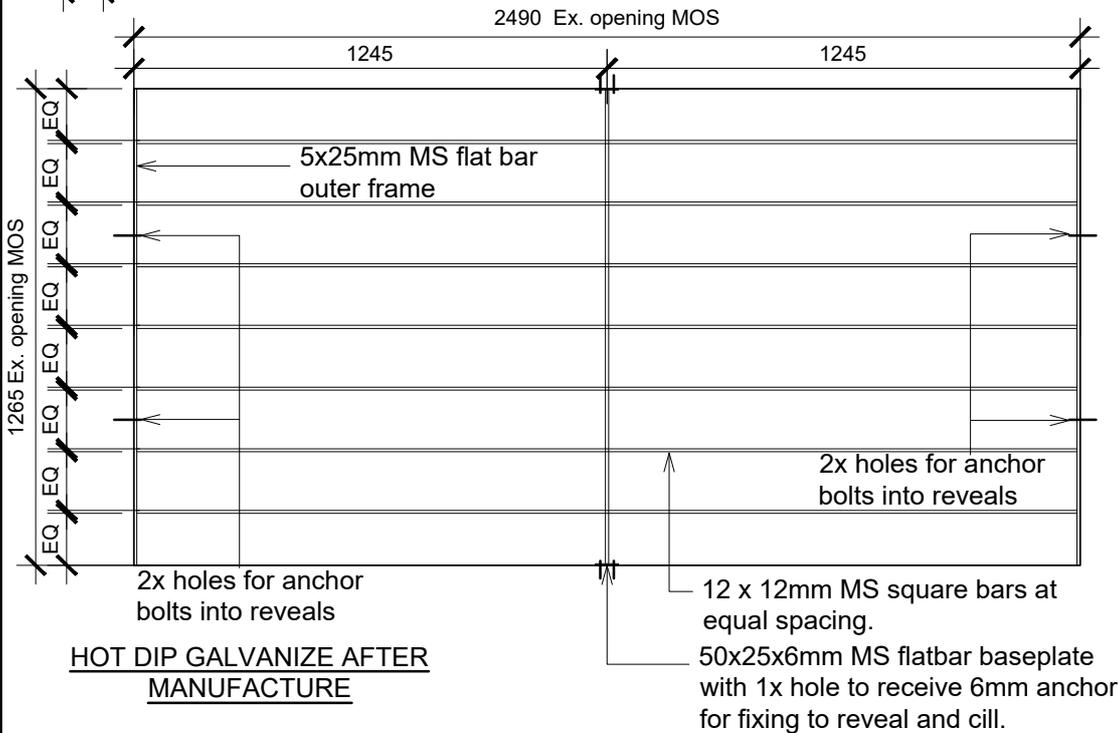
W05
10

W05
11

W05
12

W05
13

W05
15



frame	Sheerline Aluminum Systems - Sheersash 36 casement aluminium window manufactured in accordance with the manuals as provided by Sheerline Aluminium Systems Manufacturer and installer shell be AAAMSA certificated.
glazing	6.3mm laminated safty glass.All glazing to comply with SANS 10400 – XA & SANS 204 & SANS 10400 part N.Supply SAGGA certificate
window number	09, 10, 11, 12, 13, 15
finish	Powder coated charcoal
extras	nil



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Date	Rev	Description		
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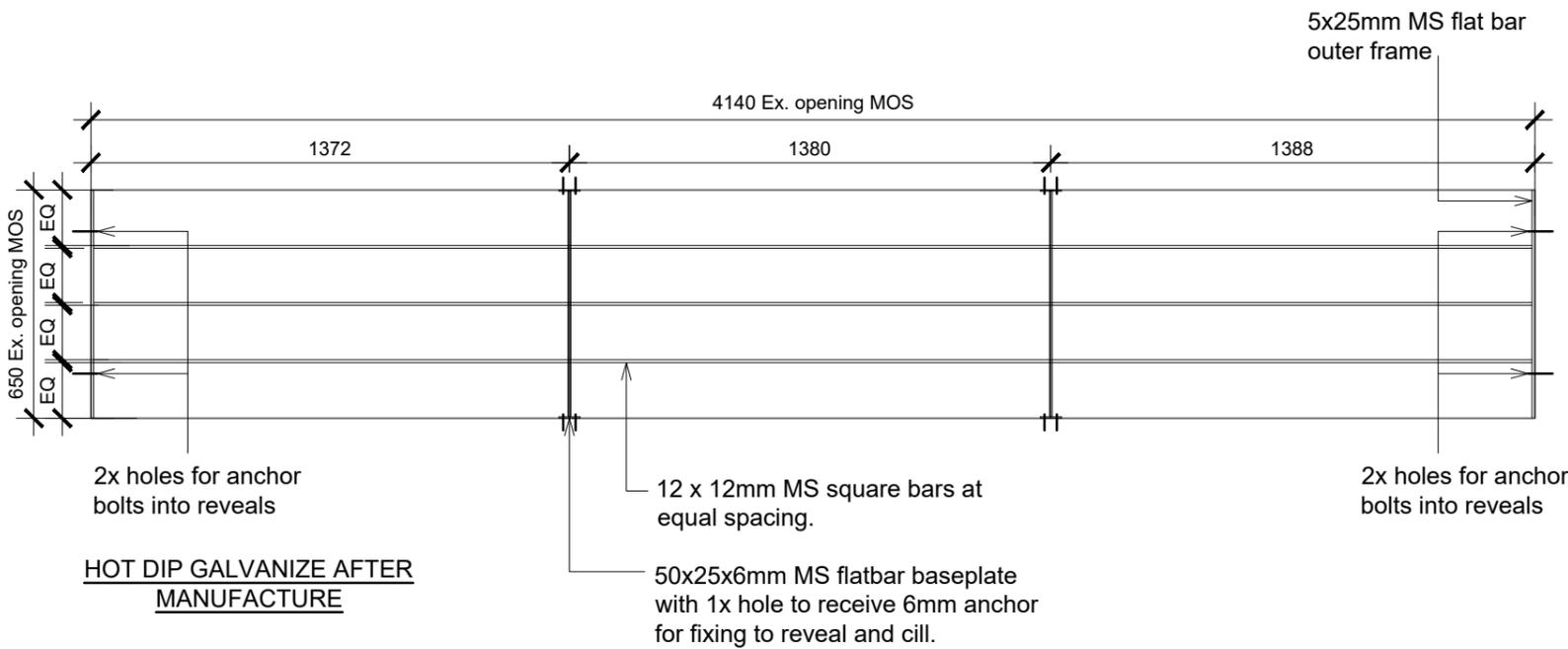
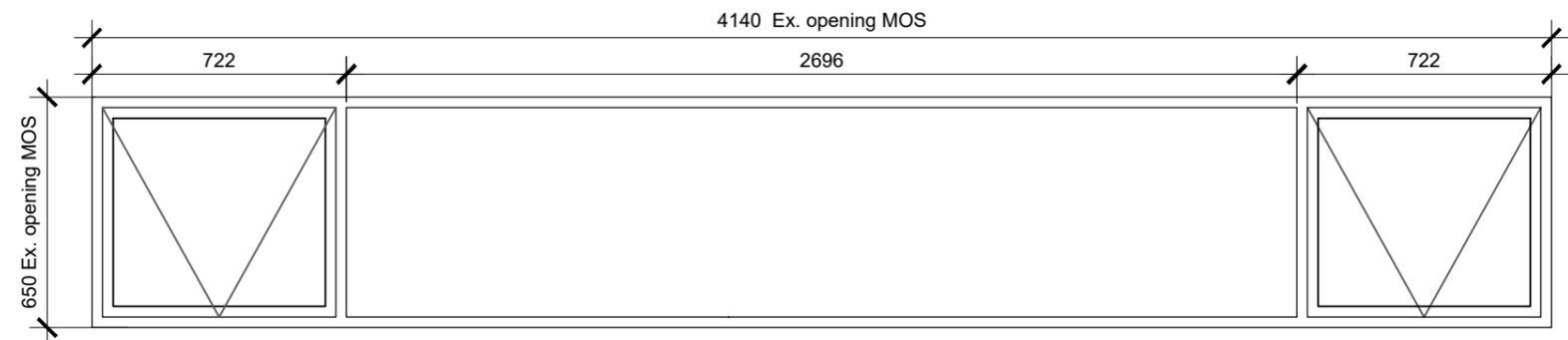
WINDOW TYPE

W6

NOTE: All opening sizes to be checked on site before manufacturing

Window & Burglar Bar Schedule

W06
18



frame	Sheerline Aluminum Systems - Sheersash 36 casement aluminium window manufactured in accordance with the manuals as provided by Sheerline Aluminium Systems Manufacturer and installer shell be AAAMSA certificated.
door	6.3mm laminated safty glass.All glazing to comply with SANS 10400 – XA & SANS 204 & SANS 10400 part N.Supply SAGGA certificate
window number	18
finish	Powder coated charcoal
extras	nil

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Date	Rev	Description	0	

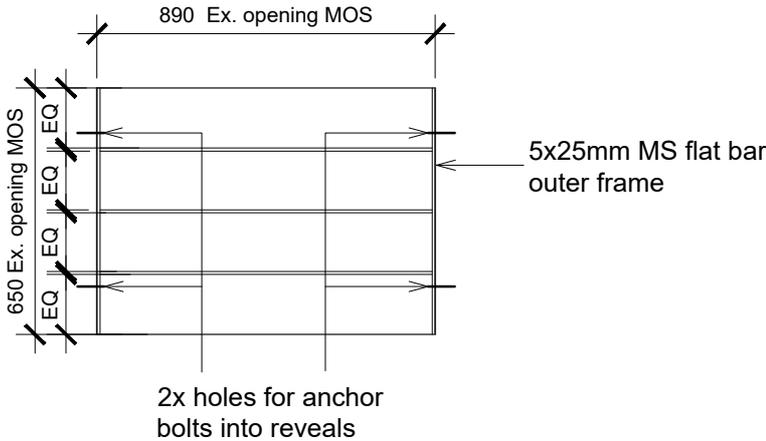
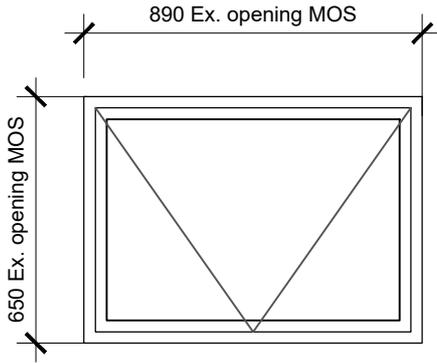
WINDOW TYPE

W7

W07
08

NOTE: All opening sizes to be checked on site before manufacturing of window frames.

Window & Burglar Bar Schedule



HOT DIP GALVANIZE AFTER MANUFACTURE

frame

Sheerline Aluminum Systems - Sheersash 36 casement aluminium window manufactured in accordance with the manuals as provided by Sheerline Aluminium Systems Manufacturer and installer shell be AAAMSA certificated.

glazing

6.3mm laminated safty glass.All glazing to comply with SANS 10400 – XA & SANS 204 & SANS 10400 part N.Supply SAGGA certificate

window number

08

finish

Powder coated charcoal

extras

nil



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PJT	AP	1:20	10/08/2023	3247_WS - W7
REVISIONS				REV
Date	Rev	Description		
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DOOR SCHEDULE

ECDC - CLUSTER C2

At

ZWELITSHA COMPLEX

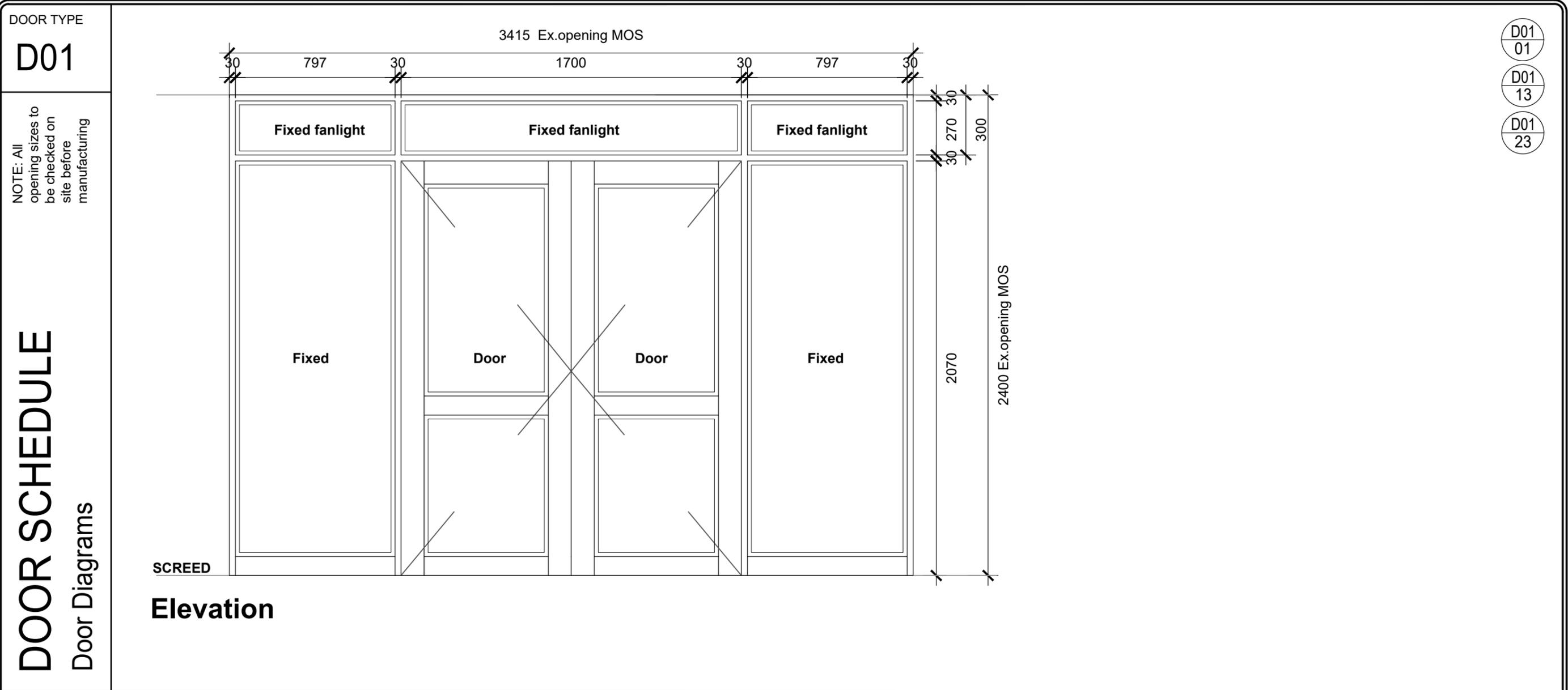


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SCHEDULE

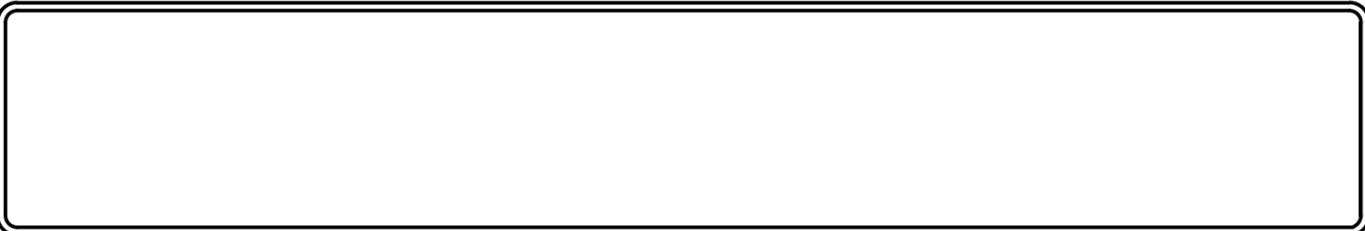


frame	SHEERLINE 75 x 30mm Sheerfront clip aluminium frame, to suit doors size 2070 x 1700mm, to include aluminium stepped sill. Remainder to be fixed side panels wit fanlights. Glazing in accordance with SABS 0137. 6mm safety glass to door. Existing opening to be measured on site and frame to be built to match opening.
door	1700 x 2070mm Sheerfront clip aluminium framed door. Glazing in accordance with SABS 0137. 6mm safety glass to door.
door number	01, 13, 23
finish	Powder coated - charcoal
extras	Refer to IRONMONGERY SCHEDULE.

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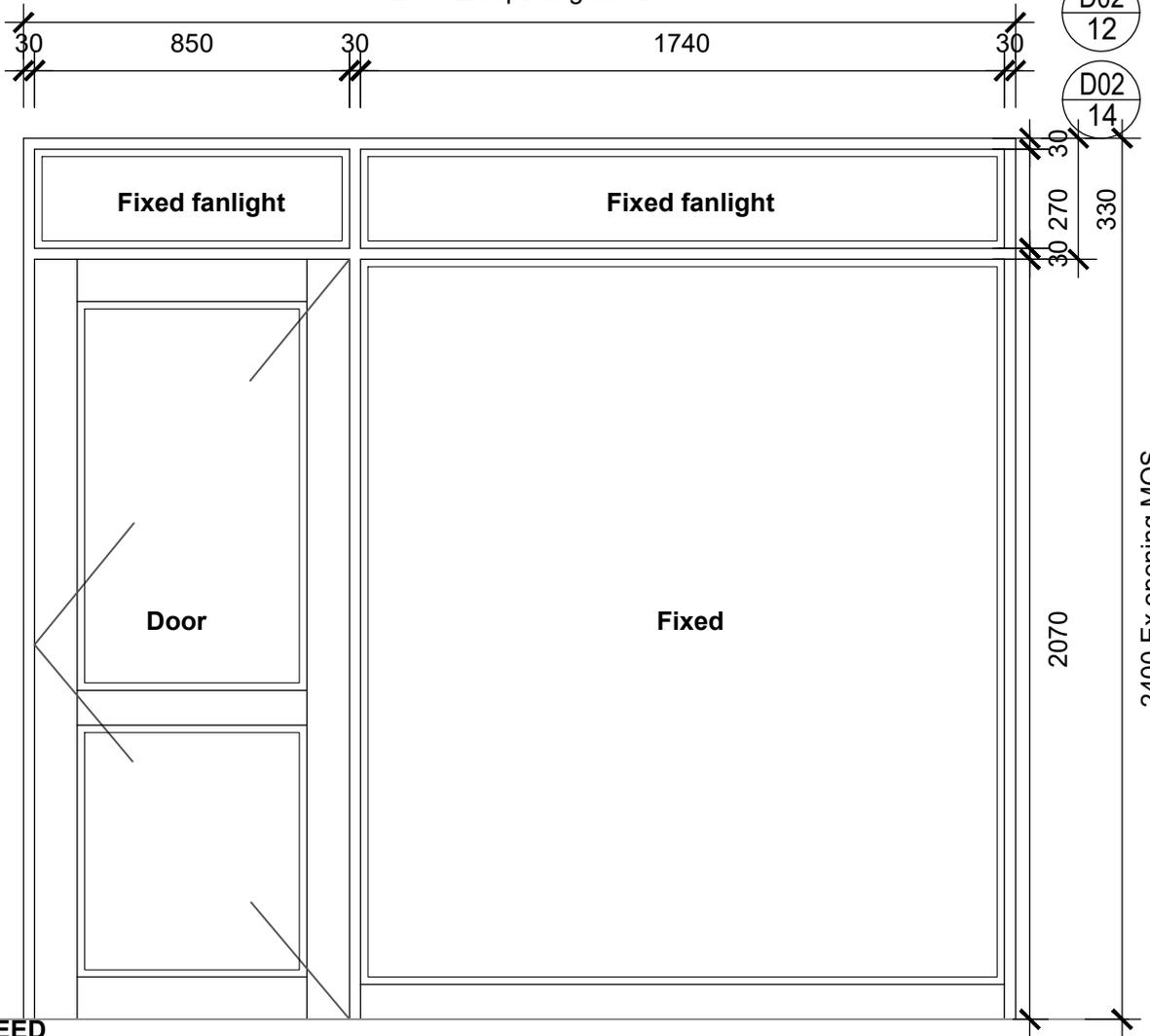


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REVISIONS				REV
Date	Rev	Description		
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DOOR TYPE

D02

2680 Ex.opening MOS



D02
12
D02
14

NOTE: All opening sizes to be checked on site before manufacturing

DOOR SCHEDULE

Door Diagrams

Elevation

frame	SHEERLINE 75 x 30mm Sheerfront clip aluminium frame, to suit doors size 2070 x 850mm, to include aluminium stepped sill. Remainder to be fixed side panels with fanlights. Glazing in accordance with SABS 0137. 6mm safety glass to door. Existing opening to be measured on site and frame to be built to match opening.
door	850 x 2070mm Sheerfront clip aluminium framed door. Glazing in accordance with SABS 0137. 6mm safety glass to door.
door number	12, 14
finish	Powder coated - charcoal
extras	Refer to IRONMONGERY SCHEDULE.



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REVISIONS				REV
Date	Rev	Description	0	

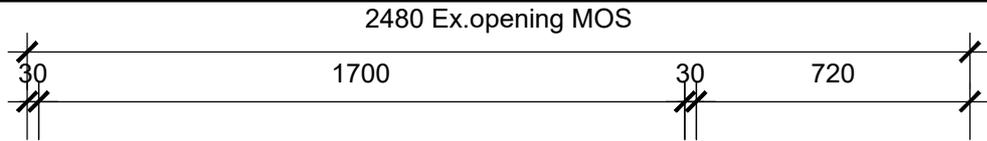
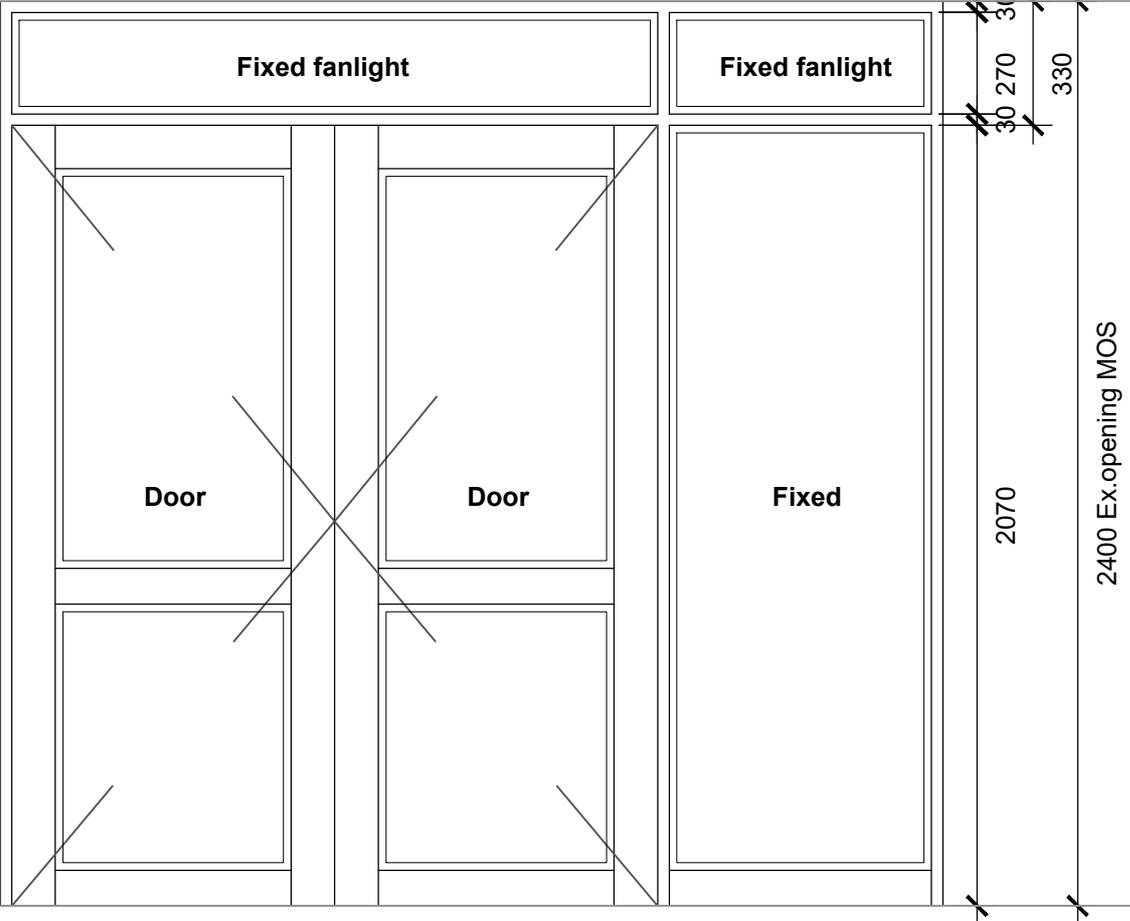
DOOR TYPE

D03

NOTE: All opening sizes to be checked on site before manufacturing

DOOR SCHEDULE**Door Diagrams**

SCREED

ElevationD03
21

frame

SHEERLINE 75 x 30mm Sheerfront clip aluminium frame, to suit doors size 2070 x 1700mm, to include aluminium stepped sill. Remainder to be fixed side panels with fanlights. Glazing in accordance with SABS 0137. 6mm safety glass to door. Existing opening to be measured on site and frame to be built to match opening.

door

1700 x 2070mm Sheerfront clip aluminium framed door. Glazing in accordance with SABS 0137. 6mm safety glass to door.

door number

21

finish

Powder coated - charcoal

extras

Refer to IRONMONGERY SCHEDULE.



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DRAWN	CHECK	SCALE	DATE	DWG NO:
PJT	AP	1:20	07/08/2023	3247_DS/D3
REVISIONS				REV
Date	Rev	Description	0	

DOOR TYPE D04	5190 Ex.opening MOS 5130 1685 30 1700 30 1685 30		D04 24
NOTE: All opening sizes to be checked on site before manufacturing DOOR SCHEDULE Door Diagrams			D04 25
frame	SHEERLINE 75 x 30mm Sheerfront clip aluminium frame, to suit doors size 2070 x 1700mm, to include aluminium stepped sill. Remainder to be fixed side panels wit fanlights. Glazing in accordance with SABS 0137. 6mm safety glass to door. Existing opening to be measured on site and frame to be built to match opening.		
door	1700 x 2070mm Sheerfront clip aluminium framed door. Glazing in accordance with SABS 0137. 6mm safety glass to door.		
door number	24, 25		
finish	Powder coated - charcoal		
extras	Refer to IRONMONGERY SCHEDULE.		



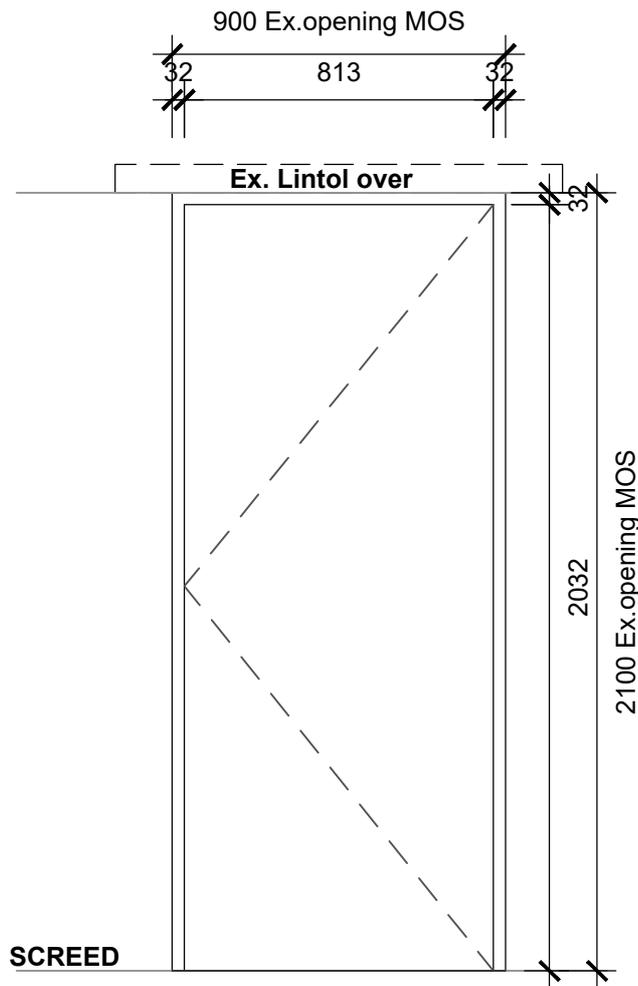
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PJT	AP	1:20	07/08/2023	3247_DS/D4
REVISIONS				REV
Date	Rev	Description		0

DOOR TYPE

D05D05
02NOTE: All
opening sizes to
be checked on
site before
manufacturing**DOOR SCHEDULE**

Door Diagrams

**Elevation**

frame	69x107mm Rebated Solid meranti hardwood door frame - open in. 813 x 2032mm. Existing opening to be measured on site and frame to be built to match opening.
door	813x 2032 x 40mm solid core door with hardwood edging to styles and masonite panels for painting.
door number	02
finish	Painted all round as per paint spec
extras	Refer to IRONMONGERY SCHEDULE.



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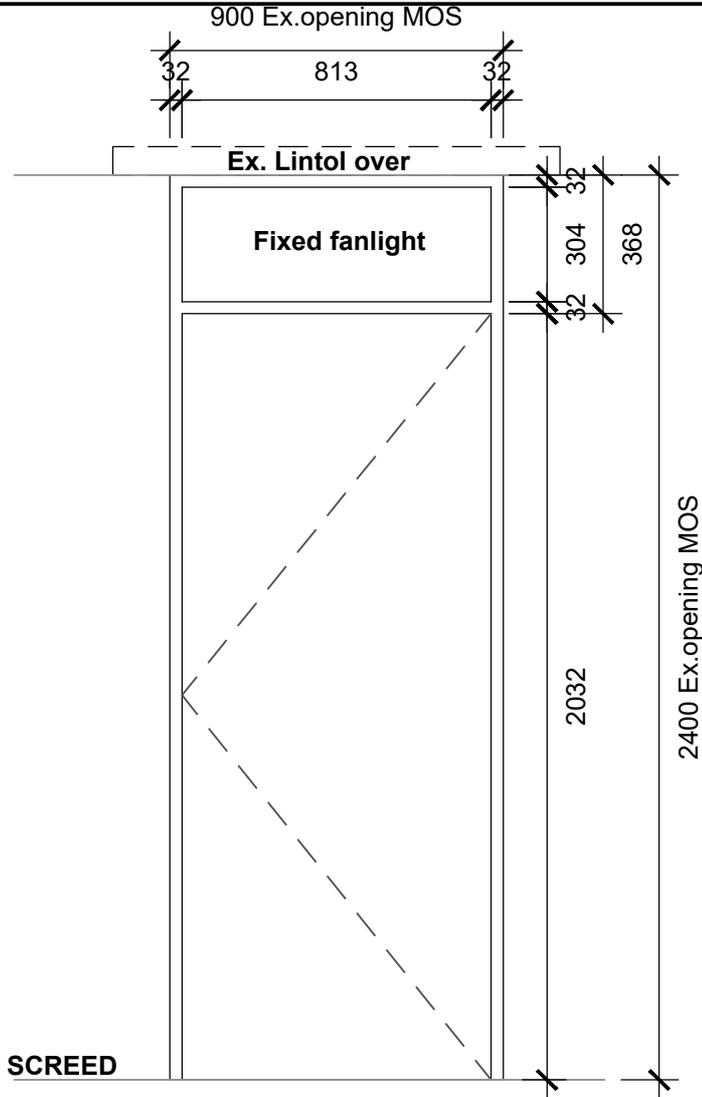
DOOR TYPE

D06

NOTE: All opening sizes to be checked on site before manufacturing

DOOR SCHEDULE

Door Diagrams



SCREED

Elevation

D06
03

D06
04

D06
09

D06
10

D06
11

D06
15

D06
16

D06
26

frame

69x107mm Rebated Solid meranti hardwood door frame - open in. 813 x 2400mm MOS. With fan light. Existing opening to be measured on site and frame to be built to match opening.

door

813x 2032 x 40mm solid core door with hardwood edging to styles and masonite panels for painting.

door number

03, 04, 09, 10, 11,15, 16, 26

finish

Painted all round as per paint spec

extras

Refer to IRONMONGERY SCHEDULE.



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Date	Rev	Description	0	

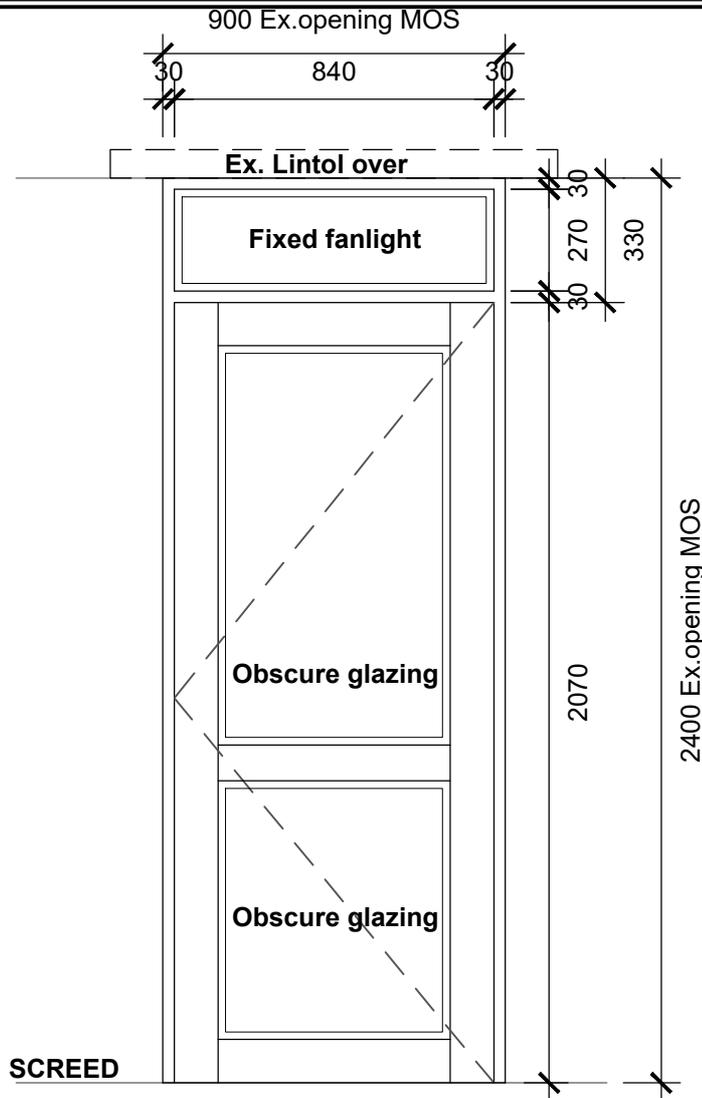
DOOR TYPE

D07

NOTE: All opening sizes to be checked on site before manufacturing

DOOR SCHEDULE

Door Diagrams



Elevation

D07
06D07
07D07
20

frame

SHEERLINE 75 x 30mm Sheerfront clip aluminium frame, to suit doors size 840 x 2070mm, to include fanlight, existing opening to be MOS.

door

840 x 2070 sheerfront clip aluminium framed door. Glazing in accordance with SABS 0137. 6mm safety glass to door. Obscure glazing

door number

06, 07, 20

finish

Powder coated - charcoal

extras

Refer to IRONMONGERY SCHEDULE.


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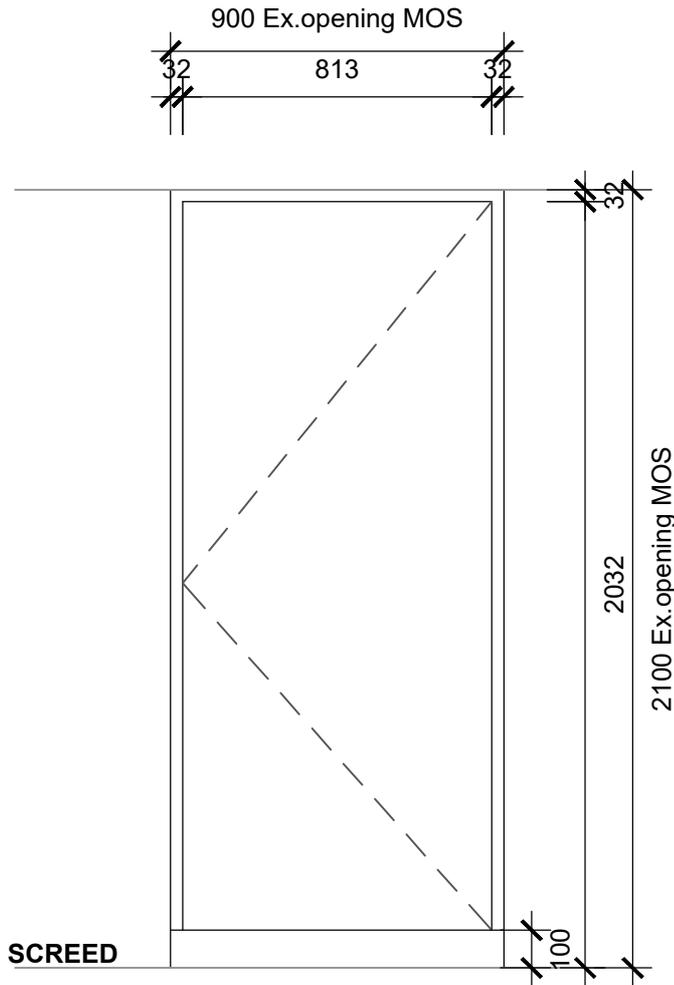
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REVISIONS				REV
Date	Rev	Description	0	

DOOR TYPE

D08

NOTE: All opening sizes to be checked on site before manufacturing

DOOR SCHEDULE
Door Diagrams



Elevation

- D08 07
- D08 08
- D08 17
- D08 18
- D08 19

frame	69x107mm Rebated Solid meranti hardwood door frame - open in. 813 x 2032mm. Existing opening to be measured on site and frame to be built to match opening.
door	813x 2032 x 40mm solid core door with hardwood edging to styles and masonite panels for painting.
door number	07, 08, 17, 18, 19
finish	Painted all round as per paint spec
extras	Refer to IRONMONGERY SCHEDULE.



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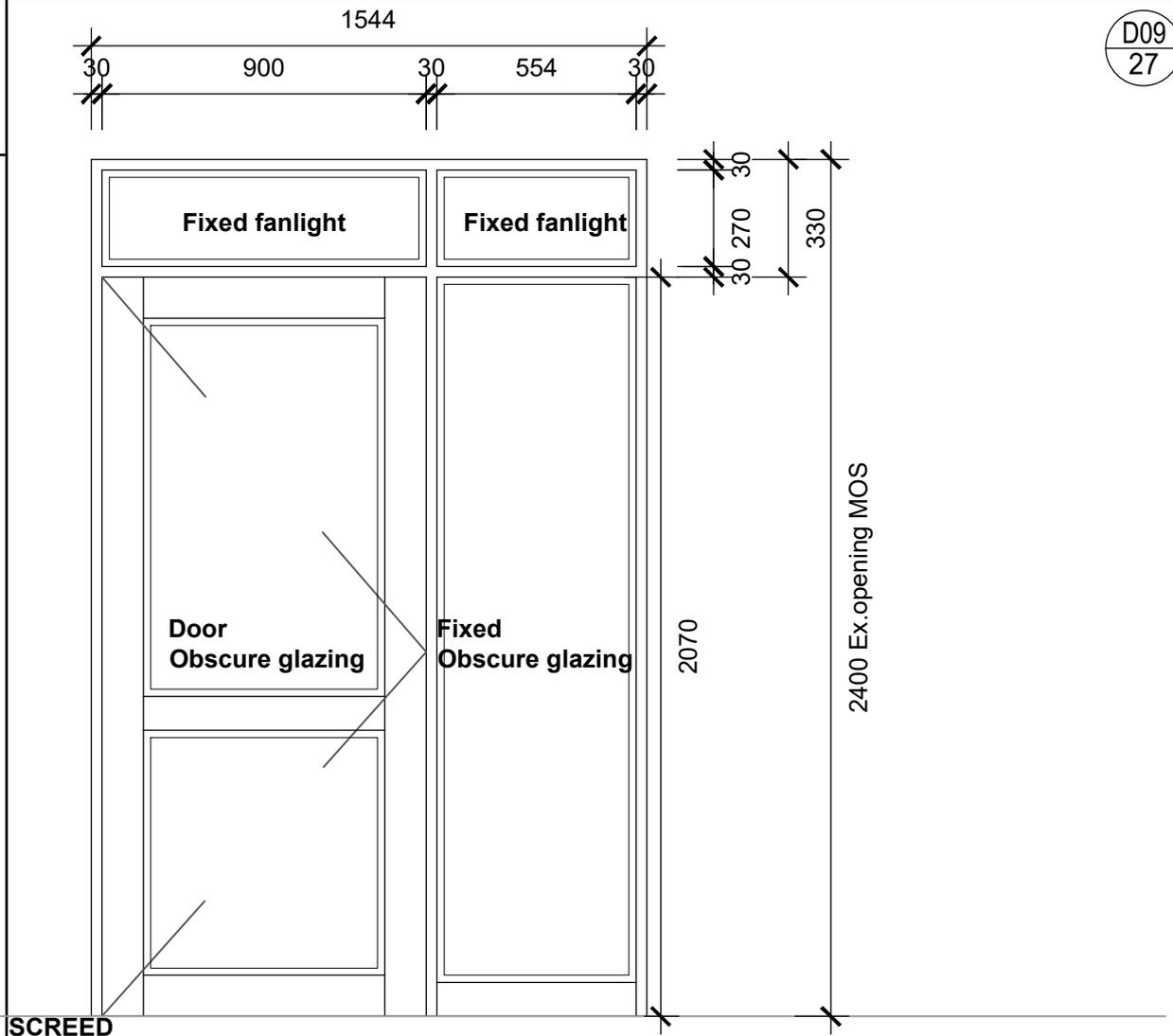
DOOR TYPE

D09

D09
27NOTE: All
opening sizes to
be checked on
site before
manufacturing

DOOR SCHEDULE

Door Diagrams



Elevation

frame	SHEERLINE 75 x 30mm Sheerfront clip aluminium frame, to suit doors size 2070 x 900mm, to include aluminium stepped sill. Remainder to be fixed side panels with fanlights. Glazing in accordance with SABS 0137. 6mm safety glass to door. Obscure glazing
door	900 x 2070mm Sheerfront clip aluminium framed door. Glazing in accordance with SABS 0137. 6mm safety glass to door.
door number	27
finish	Powder coated - charcoal
extras	Refer to IRONMONGERY SCHEDULE.



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REVISIONS				REV
Date	Rev	Description	0	

C2.4 - Electrical Installation



ECDC PROPERTIES IN THE BUFFALO CITY MM (CLUSTER C2): ECDC ZWELITSHA COMPLEX

ELECTRICAL INSTALLATION

Consisting of:

- Section 1: Technical Specification**
- Section 2: Returnable Schedules**
- Section 3: Pricing Instructions & Bills of Quantities**
- Section 4: Pictures**

DOCUMENTS COMPILED BY:

RNA Consulting Engineers
11 Bonza Bay Road, Beacon Bay
East London, 5201

Contact Person: Mr N. Nzuzwa
Tel: (043) 742 0041

Section 1 – Technical Specification

TECHNICAL SPECIFICATIONS

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ELECTRICAL INSTALLATION DETAILS

1. SCOPE OF WORK

The main contract is for the refurbishment of the ECDC Zwelitsha Complex, in Zwelitsha, Eastern Cape.

The work to be carried out by the Electrical Subcontractor under this Contract comprises of, but not limited to, the supply and installation of the following, including commissioning:

- (i) Isolating, disconnecting & removal of the existing electrical installation.
- (ii) Liaising with Buffalo City Metropolitan Municipality (BCMM) Electrical Department, Qonce Offices, for switching of electricity to the building as and when required to execute the works; disconnection and removal of the existing electrical consumption meter and split pre-paid meters; and reinstallation within the new Main DB (MDB).
- (iii) Supply and installation of Low Voltage Power and Data distribution boards.
- (iv) Supply and installation of wireways for lighting, power and data.
- (v) Supply and installation of luminaires, light switched, occupancy sensors, switched socket outlets, data points and other small power systems.
- (vi) Submission of samples of all luminaires and other materials for vetting and approval by the Engineer, Client, Principal Agent or any other member of the professional team.
- (vii) Supply and installation of Earthing and Bonding of the entire building installation.
- (viii) Attendance to any specialist contractors, such as LPS (Lightning Protection System), intruder alarm, data cabling and other related services.
- (ix) Balancing of loading and circuits after works completion.
- (x) Test completed installations and issue of Certificates of Compliance for both Electrical and the LPS installations.
- (xi) Produce marked As-Built drawings for both Electrical (including DB Schematic Diagrams) and LPS installations to be submitted to the Engineer.

The description of the Works listed above, is not necessarily complete and shall not limit the work to be carried out by the Electrical Subcontractor under this Contract.

2. SPECIFICATIONS & STANDARDS

The works carried out under this Contract shall be governed, but not limited to:

- (i) SANS 10142-1: Wiring Code and/or as amended,
- (ii) SANS 10114-1: Interior Lighting Part 1: Artificial Lighting of Interiors;
- (iii) SANS 10114-2: Part 2: Emergency Lighting;
- (iv) Protection against Lightning – Physical Damage to Structures and Life Hazard: SANS 10313: 2008 and in conjunction with the SANS 62305 series
- (v) The Occupational Health and Safety Act, 1993 (Act 85 of 1993)

3. SYSTEM LOW VOLTAGE

The supply to the Electrical installation shall be 400/230 Volts, 3 phase, 4 wire, 50 Hertz, Earthed Neutral or as directed by the relevant Supply Authority.

4. SCHEDULE OF MATERIALS

In all instances where schedule of materials is attached or included on the drawings, these schedules are to be regarded as forming part of the specification.

All materials and equipment procured by the Electrical Subcontractor must be made in South Africa. Where this is not possible, the Electrical Subcontractor must provide to the Engineer or Engineer's Representative validating evidence that such material and/or equipment is not available South Africa.

5. CONTRACT DRAWINGS

Drawings must be read in conjunction with this Specification and the Bills of Quantities. Any errors, discrepancies or contradictions found between the Drawings, the Specifications and the Bills of Quantities must be brought to the attention of the Engineer or Engineer's Representative **immediately** as they become evident.

The drawings generally show the scope and extent of the proposed work and shall not be construed as showing every minute detail of the work to be executed.

The position of power points, switches and light points that may be influenced by built-in furniture and equipment must be established on site prior to these items being built in.

Drawings will be issued to site accompanied by drawing issue slips. The drawing issue register reflecting the summary of all previously issued drawings with dates and drawing revisions will be issued at site meetings once a month.

6. POWER CABLE SLEEVES

Where cables cross paved, concrete or tarred surfaces and roadways where cables enter buildings, cables shall be run in flexible (corrugated) PVC sleeves. **Any other cable sleeves will not be acceptable.**

The ends of all sleeves shall be sealed with a non-hardening watertight compound after the installation of cables. All sleeves intended for future use shall likewise be sealed and provided with pulling tape/rope for pulling in future cables. The pulling tape/rope shall be manufactured from unstarched polyester & coated with silicone, have a thickness of 1.0mm (± 0.2 mm) x width 16mm (± 1.0 mm) and have a breaking strain of 800kg, similar or equivalent to Optex Pull Tape.

All sleeves shall be laid in at a minimum depth of 600mm below final levels. Slow bends approved by the Engineer shall be used where sleeves enter buildings.

7. NOTICES AND FEES

The Electrical Subcontractor shall liaise, issue all notices and make the necessary arrangements with the Supply Authority for power connection.

The Electrical Subcontractor shall give all notices required and pay all necessary fees which may be due to the relevant authorities.

8. EXISTING SERVICES

The Electrical Subcontractor shall be held responsible for damage to any existing services shown on the drawings and/or brought to his attention by the relevant authorities, Engineer, Client, Principal Agent or any other member of the professional team. The repairs to such the damaged services will be to the Electrical Subcontractor's account.

To avoid damaging existing services and existing services that cannot be identified and indicated to Electrical Subcontractor, the Electrical Subcontractor shall supply and use detection equipment for the location of existing services.

9. QUALITY OF MATERIALS

Materials are to comply with the relevant South African National Standards (SANS), or to IEC specifications, where no SANS specifications exist. All materials used shall bear the SABS mark of approval as applicable.

All materials must be of South African manufacture unless this is not possible.

10. BALANCING OF LOAD

The Electrical Subcontractor is required to balance the load as **equally** as possible over the multiphase supply during the construction period of the Contract.

The Electrical Subcontractor is, then, to return to site at Final Completion to take current readings from all the distribution boards and balance the loads where necessary. This is to be done with the Engineer or the Engineer's Representative in attendance.

11. SUPERVISION

The work shall, at all times for the duration of the Contract, be carried out under the supervision of a skilled and competent representative of the Electrical Subcontractor, who will be able and be authorised to receive and carry out instructions on behalf of the Electrical Subcontractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

12. WORKMANSHIP

All inferior work shall, on indication by the Engineer, Client, Principal Agent or any other member of the professional team, be **immediately** removed and rectified by and at the expense of Electrical Subcontractor.

13. SUPPLY OF MATERIAL

The Client reserves the right to supply material, tools or equipment to the Electrical Subcontractor for installation. The Electrical Subcontractor must arrange for taking delivery of and providing safe storage for such materials, tools or equipment and he/she will be held responsible for any and all damages to or loss of such materials, tools or equipment while they are in custody of the Electrical Subcontractor. The Electrical Subcontractor will submit the installation rate of such materials, tools or equipment to the Engineer or Engineer's Representative if not included in the priced Bills of Quantities.

14. SAMPLES AND DRAWINGS

14.1 The Electrical Subcontractor is required to submit for vetting, approval, comment or records, samples of materials upon which the Electrical Subcontractor's offer is based prior to installation. Any approvals given or comments made shall be on the generality of the scheme and shall not relieve the Electrical Subcontractor of his responsibility to ensure full compliance with all performance, regulatory criteria and latent defects experienced.

14.2 Samples forwarded shall remain in the site stores until completion of the Works. The samples will be the last items to be embodied within the installation.

14.3 All expenses in connection with the supply and return of the samples shall be borne by the Electrical Subcontractor.

15. SWITCHES AND SOCKET OUTLETS (SSO)

15.1 General

Covers shall be of at least 1mm thickness and to be manufactured in accordance with, but not limited SANS 1084 and SANS 164 – 1, 2 & 3 and any other gazetted legislation. The Electrical Subcontractor may submit equivalent alternatives to the Engineer for approval.

Light switches and switched socket outlets plates must be provided with earth studs and all light switch boxes shall be connected to the earth conductor.

For uniformity only one make must be installed.

15.2 Light Switches and Occupancy Sensors

Light switches shall be of 250 Volts grade and comply with, but not limited to SANS 1085 as amended and bear SABS mark. Light switches shall be rated at 16 Amperes.

Switches which shall be of the single pole, rocker operated type, flush mounted in 100mm x 50mm x 50mm galvanised boxes.

Light switches exposed to the weather must be of an approved watertight type.

Multi-gang switches are to be used where more than one light switch is indicated on the drawing.

180° PIR + Microphonics wall mount and 360° PIR + Microphonics ceiling mount must have an IntelliDAPT® Technology Self-adjusting timer Self-adjusting passive infrared (PIR) sensitivity Automatic false-on / false-off corrections with no manual adjustments required

Time Delay Auto mode: 4 – 30 minutes;

Self-adjusts based on occupancy Fixed mode: 4, 8, 15, and 30 minutes

Test mode: 5 seconds

Voltage: 220 – 240V/AC; Frequency: 50/60Hz

Load: LED max: 300W

Detection Range: 1 – 10m

Light level: 10 – 2 000 LUX

Natural light override range: 100 – 5000 LUX

Time setting: 10 seconds – 30 minutes; Detection Angle: 120 °

Installation height: Approx. 1.4 m for wall mount

Working Temperature: -10°C to +40°C

Manual Override For manual control, the ES902 series motion sensor features a convenient push button switch.

Casing must be rugged, high impact, injection-moulded plastic KJAB ABS Cyclic (UL-954VA) flame class rating UV inhibitors, impact resistant lens and 152.4mm long colour-coded leads

If the lights are OFF, pressing the button will turn the lights ON for as long as the room is occupied. The lights will turn OFF once the room is vacant, after the delayed OFF time expires.

If the lights are ON, pressing the button will turn the lights OFF and keep them OFF even if the room is occupied. This feature is particular useful for presentations or when the automatic motion sensor settings need to be overridden. The lights can be turned back ON by simply pressing the button. The sensor will return to normal operation.

15.3 Socket Outlets

Switched socket outlets shall comply with SANS 1085 as amended and be rated at 16 Amperes, 250 Volts unless otherwise specified.

Flush mounted standard switched socket outlets shall be of the 16Amp 3-pin shuttered base type, with SANS 164-2 (ZA/Euro plug) 16Amp 3-pin + earth module and bear SABS mark.

Socket outlets indicated on walls shall be existing flush mounted 100mm x 100mm x 50mm galvanised boxes.

All surfaces mounted switched socket outlets to be in 100 x 100 x 50 extension outlet boxes mounted on the wall surfaces; colours of outlet boxes and cover plates to match.

The powerskirting mounted standard switched shall be of the 16Amp 3-pin shuttered base type, with SANS 164-2 IEC 16Amp 3-pin + earth, including the 3Amp USB module. All switched socket outlets mounted in powerskirting to have matching cover plates.

Further details of these outlets are listed in the Switch, SSO and Isolator Schedule.

The Electrical Subcontractor will be responsible for the installation of power points to feed equipment such as water heaters, air-conditioners, fans, security equipment, etc. This equipment, if supplied and installed by others, will be connected by the Electrical Subcontractor.

The cover plates to all outlets shall be fixed **AFTER** the final coat of paint has been applied. The Electrical Subcontractor shall allow for this in his programme and pricing of the Works.

15.4 Labelling

All light switches and switched socket outlets shall be permanently labelled with a circuit number e.g.:

- Dn/m
- Pn/m
- Ln/m

Where D = Dedicated Power circuit
P = Power circuit
L = Light circuit
n = circuit number (1, 2, 3, etc.)
m = component number in the circuit

16. LUMINAIRES, LED MODULE & DRIVERS

All luminaires to be supplied by the Electrical Subcontractor shall have the approval of the Principal Agent.

Luminaires must be of the type specified in the Schedule of Light Fittings.

Luminaires

The Electrical Subcontractor shall supply luminaires complete with lamps in separate boxes. All internal luminaires shall have LED module and dimmable driver and external luminaire must have LED module and driver.

Installation

The installation and mounting of luminaires must conform to the manufacture's specification that must be obtained by the Electrical Subcontractor.

The Electrical Subcontractor is to note that in the case of board and acoustic tile ceilings i.e., as opposed to concrete slabs, close co-operation with the Principal Contractor is necessary to ensure that as far as possible luminaires are symmetrically positioned with regard to the ceiling pattern. The lay-out of the luminaires as indicated on the drawings must be adhered to as far as possible, and where this is not possible due to partitioning, etc., the Principal Agent's decision must be sought.

Luminaires installed against concrete ceilings shall be screwed to the outlet boxes and in addition 2 x 6mm expansion or other approved type fixing bolts are to be provided. The bolts are to be 3/4 of the length of the luminaires apart.

Luminaires to be mounted on board ceilings shall be fixed onto wooden branderling and where necessary, additional branderling must be provided for this purpose. The fixing screws are to be placed 3/4 of the length of the fitting apart.

Earth conductors must be drawn in with the circuit wiring and connected to the earthing terminal of all fluorescent luminaires as well as other luminaires exposed to the weather.

Bulkhead luminaires are to be screwed directly to the concrete and brick work with approved expansion type of fixing plugs and round head screws. Against board ceilings luminaires shall be secured to the branderling or joists by means of two 40mm x No. 8 round head screws.

LED Module

LED modules to be supplied with luminaires must be from manufacturers listed below. Any other similar lamps may be submitted for approval:

- Tridonic, Osram, Vossloh-Schwabe

LED Driver

LED drivers and module to be supplied with luminaires must be from manufacturers listed below. Any other similar lamps may be submitted for approval:

- Tridonic
- Vossloh Schwabe
- Osram
- Phillips
- Mean Well

NOTE: No-name brands and brands of dubious quality and origin are not acceptable.

17. SCHEDULE OF LIGHT FITTINGS

Luminaires and accessories are to be according to this Specification and shall be approved by the Engineer. As a minimum requirement, all luminaires to be installed in this contract shall bear the bear a SABS or IEC mark of quality approval including their components

All luminaires to

- Have Tridonic LED module and driver with dimmable option with 3m cable with 5A plug and 5-year Warranty
- LED luminaires to be 4000K (Neutral White) with Ra of not less than 80
- Life cycle: 60000 hours lifetime @ Tq 25 °C minimum and L70 derating, 80 or more colour rendering index (CRI > 80).
- Surge protection device: 5kV/5kA (this will depend on the location, for indoor it is usually between 5kV/5kA and 10kV/10KA and for outdoor is 20kV/20kA)
- Insulation classification: Class 1
- Driver shall comply with IEC 61347-1 & IEC 61347-2-B as applicable and shall be suitable for operation on 230V +/- 10% 50Hz single phase system and it must be insured that harmonics filter is provided as per SANS 61000-3-2. The driver and LED circuitry shall be protected against lightning and power surges. The suitable surge arrestor with 10kA rating shall be provided for indoor installations and 20kA for outdoor installations.
- The driver should be 198 – 277V tolerance.
- Driver – Built-in driver must have 5-year guarantee.
- Luminaires shall be suitable for operation with Mid Power LED's. Note that no LED tubes are allowed to be used.
- Power factor capacitors shall be shall be supplied to correct the power factor to at least 0.95 or higher.
- THERMAL: the luminaire must be able to withstand an ambient temperature of 35°C Storage temperature of the luminaire should be able to handle -40°C <T<60°C. To this end internal electrical and mechanical components shall not be allowed to exceed their maximum temperature ratings of 75°C. Test report from an independent authorized testing facility proving this requirement shall be made available to the client on request.
- Noise: Due to the sensitive environment in which the luminaire is used, the noise level emitted from the luminaire shall be kept as low as possible. Drivers/electronic components shall, therefore, comply fully with the requirements of the latest edition of SANS 55015.

Type	Description	Picture of Luminaire
A	<p>40W double strip LED surface mounted channel luminaire including an integrated surge protection, LED module and driver and polycarbonate end caps.</p> <ul style="list-style-type: none"> • Body - 0.8mm rolled mild steel body housing, white epoxy powder coated finish with housing made of anodized extruded aluminium. • Colour – white • Colour Temperature – 4000K (cool white) • Diffuser - UV stabilized and impact resistant translucent polycarbonate which eliminates the glare usually evident in LED fittings with exposed diodes • Lumen (min) at 35°C – 3750 lm <p>Dimensions – between 1200mm Long.</p>	
EX	<p>15W LED Surface mounted or ceiling suspended single-sided maintained emergency exit sign with an EXIT decal. With one hour maintained emergency lighting.</p>	
G	<p>40W LED strip, corrosion proof protected luminaire with self-extinguishing polycarbonate body and diffuser, diffuser to have photo-engraved interior and smooth outer surface, anti-tamper <u>stainless steel</u> snap-lock latches which ensure the integrity of the IP65 rating, hinge-able gear tray and including an integrated surge protection.</p>	

K	1 x 10W decorative indicator surface mounted, above the strong room, luminaire with 230V flasher and red diffuser (lens).	
L	15W LED outdoor decorative wall mounted bulkhead (2 456lm nominal flux), LM 6 die cast aluminium base, opal UV stabilised non-discolouring high impact acrylic injection moulded diffuser, captive washers, stainless steel Allen key screws, the diffuser must be permanently sealed to the aluminium base and must be supplied with a 600mm cabtyre supply lead, mains connections must be by means of a suitable screw terminal block with a wire clamping contact, the trim ring casting is manufactured from high-pressure die-cast aluminium and is finished in a special multi-stage epoxy powder surface coating IP65 rating	
Z	20W LED ceiling mounted ultra-slim downlighter panel, with 120° beam, powder coated (white) die-cast aluminium housing acting as passive heatsink, small colour tolerance (3-Step Mac Adam 3), integrated surge protection in driver and including an integrated surge protection.	

18. EARTHING AND BONDING

18.1 General

Earthing shall generally be in accordance with, but not limited to:

- (i) SANS 10142-1: Wiring Code,
- (ii) SANS 10198: Part 3 - Earthing System; General Provision
- (iii) Part 12 - Installation of Earthing Systems
- (iv) SANS 1063: Earth Rods Couplers and Clamps
- (v) AMEU Code of Practice for the application of protective multiple earthing to low voltage distribution systems and
- (vi) The OHS Act 85 of 1993.

18.2 Trench Earthing

- (i) The trench earth shall be laid alongside and not above cables.
- (ii) All connections shall be by means of crimped lugs and bolted connections.

18.3 Earth Terminal

A readily accessible earthing terminal shall be provided, near the trap door in the ceiling, for the bonding of other services such as a telephone, an audio system, a video, and the like, to the building. Such an earthing terminal shall be bonded to the consumer's earth terminal in the main distribution board by a conductor of at least 6mm² copper or equivalent, and shall be identified by the earth symbol.

NOTE: Providers of services other than the electrical power services should not access the distribution board or other parts of the electrical installation.

19 LIGHTNING PROTECTION SYSTEM

The Electrical Subcontractor shall be responsible for the employment of an accredited specialist subcontractor to design, supply and install the lightning protection system (LPS). A provisional sum has been allowed for in the Bill of Quantities for the lightning protection system. The Electrical Subcontractor will be instructed to obtain quotations from specialist LPS sub-contractors who will submit their quotation accompanied by the full analysis and design of the LPS system as directed below.

NOTE: No quotes will be considered without this full analysis and design of the LPS system.

This specialist shall conduct a full survey of the buildings to be protected in order to evaluate the type of lightning protection system to be implemented. This survey must be conducted in accordance with the latest following SANS codes of practice:

- (vii) SANS 10313: Protection against lightning – Physical damage to structures & life hazard.
- (viii) SANS 62305-1: General Principals.
- (ix) SANS 62305-2: Risk management.

- (x) SANS 62305-3: Physical damage to structures & life hazard.
- (xi) SANS 62305-4: Electrical & electronic systems within structures.
- (xii) SANS 1063: Earth rods, couplers & connections.
- (xiii) SANS 10199: The design & installation of earth electrodes.

The LPS specialist shall provide a risk analysis spread sheet to conclude the buildings classification. The risk analysis shall take into account the following criteria.

19.1 Type of structure:

- (i) Construction of walls.
- (ii) Roof construction.
- (iii) Roof covering.
- (iv) Equipment on the roof.

19.2 Contents of the structure:

- (i) Risk of panic.
- (ii) Kind of contents.
- (iii) Value of contents.
- (iv) Measures for reduction of damage.

19.3 Consequential losses:

- (i) Danger to the environment.
- (ii) Loss of services to the public.
- (iii) Other consequential losses.

Based on the above results and in conjunction with location and accepted annual frequency of lightning flashes the required protection level must be established. The design methodology (Protective Angle, Grid or Rolling Sphere) used for the system must be stated and it must be shown with the use of drawings that the building / structure falls within the shielding offered by the LPS.

The LPS specialist shall also provide drawings to indicate the positions of the air termination system and down conductors. Where applicable the down conductors are to be installed in down pipes. Each down conductor should be bonded to the air termination system and be terminated to a 1 800mm copper earth spike in the ground.

The issue of a Certificate of Compliance for the Lightning Protection Systems is compulsory on completion of the installation.

20 MOUNTING HEIGHTS

Unless indicated differently on drawings all boxes must be mounted as follows:
(Measurements to be taken from the finished floor level to underside of a box).

Wall switches, general	: 1 000mm
Switched socket outlets	: 450mm
(") above worktop	: 300mm
Outside wall outlets for luminaires	: 2 200mm

Stove isolators and pushbuttons : 1 200mm

On-tap hot water dispenser isolators : 2 000mm

21 WIRING

Lighting and Power wiring in conduit and channel wireways shall comprise 600/1000V single core PVC insulated copper wire sized in accordance with the distribution board schematics. Conductor outer sheaths shall be of the following colours:-

- Phase Conductors : red, white, blue
- Neutral : black
- Earth : green or yellow/green

Conductors shall not be drawn into conduit until the conduit installation has been completed and all conduit ends are provided with bushes, dried out and cleaned, etc.

The loop-in system shall be followed through out, and no joints of any description will be permitted. The earth wire must be continuous and can be common in the same conduit. If cut, the earth wire must be ferruled with a spigot type ferrule.

The following sizes of PVC insulated stranded copper conductors must be used:

- (i) Light fittings : 1,5 or 2,5mm²
- (ii) Socket outlets : 2,5mm²
- (iii) Mechanical equipment isolators : 4mm²
- (iv) Solar water heaters isolators : 4mm²

Bare copper earth continuity conductor must be drawn into wireways with the "live" conductors and connected to the earth pin of the socket outlet and earth terminal block at the respective Switch Board.

22 WIREWAYS

22.1 Wiring Channels

Wiring channels, wherever indicated on the drawings, shall be medium duty and shall be complete with corner pieces, end pieces, junction pieces, supply conduits and cover plates as specified and indicated on the drawings. **Note that Nylon or plastic nuts or fasteners will not be accepted.**

The channels shall be manufactured of rolled sheet steel and hot-dip galvanised to SANS 763.

Channels shall be cold galvanised at all joints, sections that have been cut and at places where the galvanising has been damaged.

22.2 Conduit and Conduit Accessories

Unless indicated differently on the drawings conduit and conduit accessories shall be PVC to SANS 950.

Draw-boxes and bonding trays are to be provided in accordance with the 'Wiring Code' and wherever necessary to facilitate easy wiring. Draw boxes are not measured separately in the Bill of Quantities. The Electrical Subcontractor must therefore include the cost of draw boxes and bonding trays in the conduit rates.

22.2.1 Installation

A maximum of 2 plug circuits or 3 light circuits per 20mm diameter conduits will be permitted. Therefore, before conduit installation care must be taken to work out from the construction drawings the number of circuits required in any section.

23 MEASUREMENT OF QUANTITIES

For construction and installations, the Electrical Subcontractor shall take quantities from the latest available revised construction drawings and physically measure cable routes on site before ordering.

Quantities in the Bills of Quantities must not be used for ordering.

24 LV DISTRIBUTION BOARDS

Distribution boards must be manufactured and wired by a specialist distribution board manufacturer who is a member of the Electrical Contractor Association (ECA). Readymade boards purchased from hardware shops and wholesalers and wired by the contractor are not acceptable.

24.1 Distribution Boards Layout

- (i) The layout shall be such that three-phase and single-phase sections are mechanically and electrically separated.

Single phase sections of three phase boards shall be arranged in three horizontal parallel rows, directly above on another and in the phase sequence L1 - L2 - L3 from top to bottom.

- (ii) Lighting and power circuits shall be separated by a dummy space and along the horizontal rows. Extra space for future circuits shall be allowed for at the right-hand side of each lighting and power row, in the ratio of **one** spare space for each **four** lighting or power circuit installed (**25%**). A minimum of **one** space shall be allowed to each lighting and power row. Dummy covers are to be provided over spare spaces. Similar provision for future circuits shall be made on the bus-bars, neutral and earth bars.
- (iii) Any part of the distribution board metal work shall be electrically continuous and a suitable stud shall be provided for the earthing of the enclosure.
- (iv) An earth bar must be provided in the bottom of the distribution boards for the connection of earth conductors for other services.

24.2 Marking and Labelling

- (i) The distribution boards shall be fitted with identification labels engraved with the reference logos indicated on the wiring diagrams. The labels shall be affixed to the front of the panels or in a similar prominent position, by drive screws or other approved method.

DB's label shall indicate the following information:

- **DB name e.g., "SDB-G"**
- **Where it is fed from, the cable and Earthwire sizes e.g., "Fed from MDB-G with 35mm² 4-core SWA ECC cable"**

- (ii) Each individual item of equipment installed in the panels shall be identified by a label engraved with the corresponding diagram reference.

Note: Self-adhesive tape labels, such as Brother™ labelling machines will not be considered suitable for this purpose.

- (iii) Each wiring termination of contactors, timers, shunt trip coils, etc. shall be fitted with a concentric wire marker marked with unique numbers and indicated on the DB as-built schematic diagram. Clip-on and stick-on cable markers will not be considered suitable for this purpose.
- (iv) Where an outgoing terminal block is provided, each individual terminal shall be marked with unique numbers and indicated on the DB as-built schematic diagram.
- (v) Purpose made labels shall describe the various sections or functions of the panels, to facilitate the identification of the equipment and relate it to the diagrams.

24.3 Drawing Pocket

Each distribution board must be provided with **A4 size pockets**, fixed on the inside of the doors to store two A1 size drawings which will be folded into A4 size.

24.4 Equipment

Unless otherwise stated on the drawings, the following minimum specification shall be assumed for equipment to be installed in the panels:-

Moulded Case Breakers (MCB)	SABS Class 15 kA
Miniature Circuit Breaker (mccb)	SABS Class 6 kA

24.5 Shop Drawings

Prior to manufacture the Electrical Contractor will be required to submit to the Engineer for approval, factory shop drawings for each distribution board. **No request for relaxation of this requirement shall be entertained.** The drawings must, at least, indicate the following information:

- Outside distribution dimensions,
- Notes giving detailed description of components and equipment in each board,
- General arrangement of installed equipment,
- Schematic wiring diagrams with fault levels,
- List of equipment to be installed; details to include rating, make and type number,
- Distribution board labels,
- Circuit breaker and isolator label names, as per schematic diagram,
- Project name,
- Drawings number,
- Size of legend card slot.

25 INSTALLATION GUARANTEE

The whole installation shall be guaranteed for the period stated in Contractor Data from the date of Practical Completion.

26 PRATICAL COMPLETION

Practical completion shall take place **only** after the whole installation has been accepted by the Engineer and;

- (a) All damage that may have been done by the Electrical Contractor or any other parties in the process of the installation has been repaired and made good.
- (b) All tests of the general building's electrical installation have been done and tests results have been submitted to the Engineer or Engineer's Representative.
- (c) The completed Certificate of Compliance for Electrical installation have been submitted to the Engineer or Engineer's Representative.

- (d) The completed Certificate of Compliance for Lightning Protection System installation have been submitted to the Engineer or Engineer's Representative.
- (e) All equipment guarantees, if any, have been submitted to the Engineer or Engineer's Representative.
- (f) Correct As-Built drawings have been submitted and accepted by the Engineer or Engineer's Representative.
- (g) The building has been cleared of all debris and electrical waste materials and left in a neat and tidy condition.
- (h) All three phases have been balanced and witnessed by the Engineer or Engineer's Representative. This may require the Electrical Contractor to return to site when the building is occupied to take current measurements and rebalance phases.

27 FINAL COMPLETION

Final Completion shall be taken on expiration of the maintenance period which is stated in the Contract Data calculated from the date of taking the Practical Completion.

The final payment will not be approved without the submission of all the above information under 26 and accepted by the Engineer.

28 CABLE TRENCHES

Prior to payment of final retention monies, all cable trenches shall be checked for settling and repaired as necessary.

29 TENDER DRAWINGS

The following tender drawings are attached to this document

Drawing No.	Title	Size
1. 2313ZC -T-E-101	ECDC Zwelitsha Complex – Lighting Layout	A3
2. 2313ZC -T-E-102	ECDC Zwelitsha Complex – Power Layout	A3
3. 2313ZC -T-E-301	MDB DB Schematic Diagrams	A3
4. 2313ZC -T-E-302	SDB-S1 till SDB-S8 DB Schematic Diagrams	A3

Section 2 – Returnable Schedules

RETURNABLE SCHEDULES

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ITEM No.	DESCRIPTION
2.1	Registration as an Electrical Contractor
2.2	Details of Installation Electrician
2.3	Schedule of Material & Equipment Offered
2.4	Schedule of Electrical Subcontractor's Testing Equipment

2.1 **REGISTRATION AS AN ELECTRICAL CONTRACTOR**

The Tenderer must employ an Electrical Subcontractor registered with the Electrical Contracting Board of South Africa and must also be registered with the Workmen's Compensation Commissioner and the Unemployment Insurance Commissioner.

Tenderers must complete the following questionnaire and submit it with this tender.

- a) Has the Electrical Subcontractor been registered with the Electrical Contracting Board of South Africa YES/NO
Registration No:
Date of issue:

- b) Has the Electrical Subcontractor been registered with the Department of Manpower?
 - i) Registered for Workmen's Compensation for Occupational Injuries and Diseases Act YES/NO
Registration No:
Date of issue:

 - ii) The Unemployment Insurance Commissioner YES/NO
Registration No :
Date of issue:

I/We certify that the above information is correct

Signature:

Name of Signatory:

Name of Firm Represented:

Address:

.....

.....

Date:

NOTE: IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT ELECTRICAL INSTALLATIONS REGULATIONS FAILURE TO COMPLY WITH THIS CLAUSE OF THE SPECIFICATION MAY RESULT IN DISQUALIFICATION AND REJECTION OF THE TENDER.

2.2 DETAILS OF INSTALLATION ELECTRICIAN

I/We certify that is a registered installation electrician in terms of the Occupational Health and Safety Act (Act 85 1994 and is permanently employed by my/our company trading as:

.....
.....

I/We further certify that the abovementioned person will be appointed as the responsible person in charge of the installation, which person shall personally supervise the whole of the electrical works as tendered for from inception to completion inclusive of signing all commencement/completion/ cost certificates necessary as part of the Works.

I/We further certify that I/We am/are fully aware of the provisions of the Occupational Health and Safety Act (Act 85 1994), and that my/our company is trading as a registered electrical contracting organisation.

SIGNATURE OF TENDERER	SIGNATURE OF INSTALLATION ELECTRICIAN
REGISTRATION NUMBER OF INSTALLATION ELECTRICIAN	DATE
COMPANY STAMP			

NOTE It is an offence to employ a registered single-phase installation electrician on a poly-phase installation and it may be necessary to submit a certified copy of the licence of the person to be employed on any poly-phase project.

2.3 SCHEDULE OF MATERIALS & EQUIPMENT OFFERED – Electrical Installation

The Electrical Subcontractor shall complete the following schedule of materials and equipment offered at tender stage and undertook that the actual materials and equipment installed shall be in accordance with this schedule. Unless the equivalent is no longer available, previously offered equipment shall be binding. Where previously offered equipment or where the equipment specification has changed, the Electrical Subcontractor may indicate an alternative offer that must conform to the specifications.

The Electrical Subcontractor is to take note that if the material offered is not to specification, this may not be accepted by the Engineer.

NB : Only one manufacturer's name to be inserted for each item.

Col.	1	2	3	4	5	6
Item No.	Item	Make or Trade Name	Model No. or I.D.	Material to Spec? (Give details if not)	SABS Mark Y/N	Country of Origin
1.0	Distribution Boards					
1.1	Switchgear utilised					
2.0	Make of Switches & Accessories					
2.1	Light switches					
2.2	Occupancy Sensors					
2.3	Photocell					
2.4	Switch socket outlets					
2.5	Isolators					
2.6	MCB's					
2.7	Circuit breakers 1P, 2P, 3P					
2.8	On load isolators without trips					
2.9	Contactors 1P, 2P, 3P					
2.10	Earth Leakage units					
2.11	Powerskirting					
2.12	Switched Socket Outlets					

Col.	1	2	3	4	5	6
Item No.	Item	Make or Trade Name	Model No. or I.D.	Material to Spec? (Give details if not)	SABS Mark Y/N	Country of Origin
4.0	Wiring Channel					
4.1	Manufacturer					
4.2	Model No.					
5.0	Luminaires					
5.1	Type A					
5.2	Type EX					
5.3	Type G					
5.4	Type K					
5.5	Type L					
5.6	Type Z					

NOTE: Tenderers are to note that under no circumstances may materials be installed other than offered in the above materials schedule, which has been approved and accepted by the Contractor.

Should the successful tenderer wish to supply materials other than those originally offered, prior written approval must be obtained from the Contractor before any orders are placed.

.....

NAME OF TENDERER

.....

TENDERER'S SIGNATURE

.....

DATE

2.4 SCHEDULE OF ELECTRICAL SUBCONTRACTOR'S TESTING EQUIPMENT

Item	Test	Equipment
1.	Insulation Resistance	
2.	Earth Continuity	
3.	Polarity	
4.	Earth Leakage Protection	
5.	Other: (Specify)...	

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Electrical Subcontractor)

Section 3 – Pricing Schedules & Bills of Quantities

PRICING SCHEDULES & BILLS OF QUANTITIES

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Clause	DESCRIPTION
3.1	Pricing Instructions
3.2	Bills of Quantities

3.1 PRICING INSTRUCTIONS

1 These Bills of Quantities contain pages numbered in the consecutive order. The Electrical Subcontractor is required to check the numbers of pages and should any page be found to be missing, or in duplicate, or if any reproduction is indistinct, or if any ambiguity arises as to the meaning of any item or description, or if these Bills of Quantities contain any obvious errors, then the Electrical Subcontractor must immediately inform the Electrical Engineer and have the same rectified or explained, as the case may be. No claim will afterwards be considered where the Electrical Subcontractor has failed to comply with these instructions.

2 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
km	=	kilometre
kW	=	kilowatt
mm	=	millimetre
m	=	metre
m ²	=	square metre
m ³	=	cubic metre
No.	=	number
Prov sum	=	Provisional sum
R/only	=	Rate only
Sum	=	lump sum
W/day	=	Work Day

3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

6 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

7 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8 The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9 Reasonable compensation will be received where no pay item appears in respect of work

required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

- 10 The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 11 Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 12 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 13 The responsibility for the accuracy of the Bills of Quantities written into the Bills of quantities remains with the person who prepared the Bills of Quantities. The Electrical Subcontractor shall be relieved of responsibility of measuring quantities at the tender stage, and the Electrical Subcontractor's sum submitted shall be in respect of the quantities set out in the Bills of Quantities, although he will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the Bills of Quantities and shall include in the item prices for such small installation materials as are required for the complete installation in accordance with the Specification.
- 14 The Bills of Quantities are not to be used for ordering purposes. Any orders placed by the Contractor on the basis of these Bills of Quantities shall be at his own risk.

The quantities given in the Bills of Quantities for cables, cable markers, earth wire laid with cable and excavations cannot be regarded as exact and are subject to measurement on site after completion of the service and adjustments will be made according to the unit rates given in the Bills of Quantities.

Notwithstanding the fact that the lengths of cables as given in the Bills of Quantities have been measured from scaled drawings, the contractor shall check such lengths on site before ordering the cable, as he will not be paid for excess cable after the completion of the service. Any allowance for off-cuts shall be made in the unit rates. The final measurements shall be based on the net route length of the cables concerned.

- 15 All items described as "Provisional" shall be measured as executed and paid for according to prices in the Bills of Quantities and any unexpended amounts shall be deducted from the amount of the contract sum. No work for which "Provisional" items are provided shall be commenced without written instructions from the Engineer.
- 16 Materials encountered in the excavations for cable trenches, lighting standard and bollard holes generally shall, unless special provision to the contrary is made hereinafter, be classified as follows:-
 - a) 'Hard rock' shall mean any excavation requiring the use of explosives.
 - b) 'Soft rock' shall mean any excavation which necessitates the use of pneumatic tools.

c) 'Ordinary material' shall mean all pickable material.

In the event of any dispute regarding the classification of material, the Engineer's decision in this connection shall be final.

Should the Contractor consider that any material encountered in the excavations is 'hard rock' or 'soft rock', he shall immediately notify the Electrical Engineer in writing. Failing such notification, the excavation shall be assumed to be in 'ordinary material' and shall be measured and valued accordingly. Wherever practicable all excavation in ground other than 'hard rock' and/or 'soft rock' shall be carried out first after which levels will be taken of the exposed 'hard rock' and/or 'soft rock' and agreed upon by the Electrical Engineer and the Electrical Subcontractor.

Where the Electrical Subcontractor encounters a combination of 'hard rock' and/or 'soft rock' simultaneously in a section of trench and employs explosives or pneumatic tools to remove all the various types of materials in that section of trench, the use of these methods of removal will in no way influence the Electrical Engineer's classification of the materials.

3.2 - Bills of Quantities

2313 - ECDC ZWELITSHA COMPLEX - ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	RATE			AMOUNT
			Fixed	Value Related	Time Related	
1.0	<u>BILL NO. 1 : PRELIMINARY & GENERAL</u>					
1.1	Contract Works Insurances	Sum				
1.2	Supplementary Insurance	Sum				
1.3	Public Liability Insurance	Sum				
1.4	Construction Guarantee / Security	Sum				
1.5	Establish on Site and provision of buildings and materials storage facilities including de-establishment of site, cleaning and tidying up after completion of contract	Sum				
1.6	Contract Management and supervision of the Works including Contractor's Monthly Reports and attendance of site meetings (2 per month)	Sum				
1.7	Compliance with Construction Regulations and Health and Safety Act	Sum				
1.8	Compliance with EPWP Labour Intensive Specification	Sum				
1.9	Tools and Equipment	Sum				
1.10	Provision of shop drawings and manuals as specified	Sum				
TOTAL BILL NO.1 TO PRICE SUMMARY						

2313 - ECDC ZWELITSHA COMPLEX - ELECTRICAL INSTALLATION

NB All materials must be of South African manufacture. The Electrical Subcontractor must submit proof of unavailability where this requirement cannot be fulfilled.
100% OF MATERIAL OR GOODS AND SERVICES MUST BE PROCURED WITHIN THE BOUNDARIES OF THE EASTERN CAPE AND MUST BE MARKED "ECP"

ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
2.0	<u>BILL No. 2: DISTRIBUTION BOARDS</u>					
2.1	Indoor distribution boards <u>with cascaded protection</u> as specified and shown on the drawings. NOTE: All equipment to be SABS approved and bear the SABS performance mark					
2.1.1	MDB (Main Distribution Board)	No.	1			
2.1.2	SDB-S1 (Shop No.1 Distribution Board)	No.	1			
2.1.3	SDB-S2 (Shop No.2 Distribution Board)	No.	1			
2.1.4	SDB-S3 (Shop No.3 Distribution Board)	No.	1			
2.1.5	SDB-S4 (Shop No.4 Distribution Board)	No.	1			
2.1.6	SDB-S5 (Shop No.5 Distribution Board)	No.	1			
2.1.7	SDB-S6 (Shop No.6 Distribution Board)	No.	1			
2.1.8	SDB-S7 (Shop No.7 Distribution Board)	No.	1			
2.1.9	SDB-S8 (Shop No.8 Distribution Board)	No.	1			
2.2	<u>Distribution Board Equipment</u> The rates below will be used to add or omit relevant equipment into or out of distribution boards including wiring. All equipment to have a SABS stamp.					
2.2.1	10A - 20A 6kA SP circuit breaker (Curve-1)	No.	1			Rate Only
2.2.2	10A - 20A 6kA SP circuit breaker (Curve-2)	No.	1			Rate Only
2.2.3	25A - 32A 6kA SP circuit breaker (Curve-1)	No.	1			Rate Only
2.2.4	25A - 32A 6kA SP circuit breaker (Curve-2)	No.	1			Rate Only
2.2.5	10A - 20A 6kA SP circuit breaker (Curve-1)	No.	1			Rate Only
2.2.6	6A - 10A 6kA TP circuit breaker (Curve-2)	No.	1			Rate Only
2.2.7	20A - 32A 6kA DP circuit breaker (Curve-1)	No.	1			Rate Only
2.2.8	20A - 32A 6kA DP circuit breaker (Curve-2)	No.	1			Rate Only
2.2.9	32A - 63A 6kA DP circuit breaker (Curve-2)	No.	1			Rate Only
2.2.10	32A - 63A 6kA TP circuit breaker (Curve-1)	No.	1			Rate Only
2.2.11	32A - 63A 6kA TP circuit breaker (Curve-2)	No.	1			Rate Only
2.2.12	63A 30mA Earth Leakage Unit with protective circuit breaker (single-phase)	No.	1			Rate Only
2.2.13	63A 30mA Earth Leakage Unit with protective circuit breaker (three-phase)	No.	1			Rate Only
2.2.14	63A - 80A 10kA TP circuit breaker (Curve-1)	No.	1			Rate Only
2.2.15	63A - 80A 10kA TP circuit breaker (Curve-2)	No.	1			Rate Only
TOTAL BILL No. 2 CARRIED TO PRICE SUMMARY PAGE						

2313 - ECDC ZWELITSHA COMPLEX - ELECTRICAL INSTALLATION

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
3.0	<u>BILL No. 3: CABLING AND CABLE SLEEVES</u>					
3.1	<u>LV Cabling</u> Multicore ECC PVC SWAPVC cable with stranded copper conductors to SANS 1507-3 drawn into cable sleeves, installed on cable trays/ladders or laid in open trenches and ducts					
3.1.1	25mm ² x 4 core	m	1			Rate Only
3.1.2	16mm ² x 4 core	m	50			
3.1.3	10mm ² x 2 core	m	1			Rate Only
3.1.4	6mm ² x 2 core	m	210			
3.1.5	4mm ² x 2 core	m	1			Rate Only
3.2	<u>LV Cable Terminations for</u>					
3.2.1	25mm ² x 4 core	No.	1			Rate Only
3.2.2	16mm ² x 4 core	No.	2			
3.2.3	10mm ² x 2 core	No.	1			Rate Only
3.2.4	6mm ² x 2 core	No.	16			
3.2.5	4mm ² x 2 core	No.	1			Rate Only
3.3	<u>LV Trenching</u> Excavation 600mm deep x 400mm wide including backfilling and compacting					
3.3.1	In earth	m	1			Rate Only
3.3.2	Soft rock EXTRA OVER earth (Proof of amount required)	m ³	1			Rate Only
3.3.3	Selected fines bedding 150mm under cable and 150mm on top of cable (when required by soil conditions & Proof of amount utilised require)	m ³	1			Rate Only
3.4	<u>LV Cable Sleeves & Bends</u> Corrugated (Kabelflex) cable sleeve laid in open trench including cutting and joining NOTE: Spare sleeves for future use to be sealed at both ends					
3.4.1	110mm diameter	m	1			Rate Only
3.4.2	50mm diameter	m	1			Rate Only
Carried Forward from Next Page						

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
Brought Forward from Previous Page						
3.5	<u>Cable Ladder</u> Medium duty hot dipped galvanised cable ladder including splices clamps, hold down saddles and suspension materials installed at high level. Ladder spanning to be at 1.6m intervals					
3,5,1	100mm wide	m	80			
3,5,2	90 degrees Horizontal elbow	No.	4			
3,5,3	External elbow (dropper)	No.	1			
3,5,4	Internal elbow (riser)	No.	1			
3,5,5	T-Piece	No.	8			
3.6	Label cables on both ends with numbering beads or non-corroding straps to indicate their connection points. Label of existing Split Meters within existing Main DB [Refer to Technical Specification – Electrical Installation].	Sum	1			
TOTAL BILL No. 3 CARRIED TO PRICE SUMMARY PAGE						

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
4.0	<u>BILL No. 4 : GENERAL LIGHTING</u>					
4.1	<u>Conduit</u>					
	PVC conduit chased into brickwork, cast in concrete, laid in trench or fixed on trusses in ceiling void including cutting, bending, reaming, setting, joining, draw boxes and fixing material					
4.1.1	20mm	m	2250			
4.2	<u>Conduit Boxes</u>					
4.2.1	PVC Round box for 20-25mm conduit, back or side entry for 1, 2, 3 or 4-way chased into brickwork, cast into concrete or fixed onto trusses including couplings bushes cover plates and fixing materials	No.	80			
4.2.2	Galvanised steel, 100 x 50 x 50mm box for 20-25mm conduit built into brickwork or cast in concrete. (cover plates measured elsewhere)	No.	22			
4.3	<u>Luminaires</u>					
	Luminaires must be delivered with lamps packed separately. For Types, see "Luminaire Schedule" in Electrical Installation Specifications.					
4.3.1	Type-A	No.	57			
4.3.2	Type-EX	No.	1			Rate Only
4.3.3	Type-G	No.	1			Rate Only
4.3.4	Type-K	No.	3			
4.3.5	Type-L	No.	24			
4.3.6	Type-Z	No.	1			Rate Only
4.4	<u>Equipment and Control Gear</u>					
	16 Amp rocker type light switch with coverplate installed into a flush box (box measured elsewhere)					
4.4.1	1-Lever, 1-Way	No.	10			
4.4.2	1-Lever, 2-Way	No.	1			Rate Only
4.4.3	2-Lever, 1-Way	No.	5			
4.4.4	Rotary switch weatherproof	No.	1			Rate Only
4.4.5	Photocell	No.	2			
4.4.6	230-250VAC Ceiling mount occupancy sensors passive Infrared with IntelliDAPT self-adjusting technology, all digital passive infrared sensor, auto-on and manual-on operating modes, 180 degrees coverage area, zero arc point switching and built-in photo-cell with supersaver mode	No.	7			
Carried Forward from Next Page						

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
Brought Forward from Previous Page						
4.5	<u>Conductors: 600/1000 grade PVC insulated single core copper conductors</u>					
4,5,1	1,5mm ² red/black	m	4500			
4,5,2	2,5mm ² red/black/Yellow-Green	m	2300			
4.6	<u>Wiring Channel</u> Hot dip galvanised channel with cover including propriety suspension hangers splices, end caps and joints; channel to be powder coated (colour to be determined at a later stage) installed at high level.					
4.6.1	P2000 single channel including PVC cover, splices and hangers	m	1			Rate Only
4.6.2	P2000 90 bends	No.	1			Rate Only
4.6.3	P2000 T piece	No.	1			Rate Only
4.6.4	P2000 DB inlet	No.	1			Rate Only
4.6.5	P2000 Crossover Radiused	No.	1			Rate Only
4.7	Labeling of all Light switches with circuit numbers [Refer to Technical Specification – Electrical Installation].	Sum	1			
TOTAL BILL No. 4 CARRIED TO PRICE SUMMARY PAGE						

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
5.0	<u>BILL No. 5 : GENERAL SMALL POWER</u>					
5.1	<u>Powerskirting</u> Two tier PVC power skirting complete with covers and cover strips. Colour to be selected by the Architect.	m	120			
5.1.1	End caps	No.	26			
5.1.2	Internal angles	No.	5			
5.1.3	External angles	No.	1			
5.1.4	Power Skirting riser	No.	13			
5.2	<u>Conduit</u> PVC (SANS 950) conduit chased into brickwork, cast into concrete or fixed onto trusses including cutting, bending, saddles, bushes, etc.					
5.2.1	20mm	m	2500			
5.3.2	25mm	m	1			Rate Only
5.3	<u>Conduit Boxes</u>					
5.3.1	PVC round box for 20mm conduit, back or side entry for 1, 2, 3 or 4-way chased into brickwork, cast into concrete or fixed onto trusses including couplings bushes, cover plates and fixing materials	No.	55			
5.3.2	Galvanised steel, 100 x 100 x 50mm box for 20mm - 32mm conduit built into brickwork or cast in concrete. (cover plates measured elsewhere)	No.	25			
5.4	<u>Conductors</u> The supply and installation of PVC insulated stranded single core copper conductors drawn into conduits and ducting					
5.4.1	2.5mm ² PVC black and red	m	5200			R0.00
5.4.2	4mm ² PVC black and red	m	1			Rate Only
5.4.3	2.5mm ² PVC insulated green/yellow earth wire	m	2700			
5.4.4	4mm ² Surfex Cable	m	1			Rate Only
Carried Forward from Next Page						

2313 - ECDC ZWELITSHA COMPLEX - ELECTRICAL INSTALLATION

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
Brought Forward from Previous Page						
5.5	<u>Equipment and Control Gear</u>					
5.5.1	Flush mounted 16 Amp 3 pin switched socket outlets with cover plates (Boxes measured elsewhere):					
5.5.1,1	Standard Single switched socket outlet with 3-Pin (SANS 164-1 & SANS 164-2)	No.	25			
5.5.1,2	Weatherproof Standard Single switched socket outlet with 3-Pin (SANS 164-1 & SANS 164-2)	No.	2			
5.5.2	Surface mounted 16 Amp 3 pin switched socket outlets with cover plates (Boxes measured elsewhere):					
5.5.2.1	6Amp 3-pin unswitched socket outlet fitted in a round box	No.	1			Rate Only
5.5.2.2	Dedicated (Red) Single switched socket outlet with 3-Pin (SANS 164-1 & SANS 164-2)	No.	1			Rate Only
5.5.4	Power Skirting mounted 16 Amp 3 pin switched socket outlets with mounting cragle and cover plates:					
5.5.4.1	Standard single switched socket outlet (SANS 164-1)	No.	74			
5.5.4.2	Standard 3-Pin socket outlet (SANS 164-2) & Switch	No.	37			
5.5.4.3	Dedicated (red) single switched socket outlet (SANS 164-1)	No.	10			Rate Only
5.5.5	Outdoor surface mounted 20A - 32A DP isolator including box (AC Units)	No.	4			
5.6	Labeling of all Power points with circuit numbers [Refer to Technical Specification – Electrical Installation].	Sum	1			
TOTAL BILL No. 5 CARRIED TO PRICE SUMMARY PAGE						

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
6.0	<u>BILL No. 6 : TELEPHONE AND DATA SYSTEM</u>					
6.1	Double skin brick 600mm deep manhole with heavy duty cover with the following minimum inside dimensions:					
6.1.1	inside dimensions: 600mm x 600mm	No.	1			
6.2	Surface mounted distribution board with architrave, 10mm thick soft wood back board (plywood or shutter board) and hinged door:					
6.2.1	450mm x 450mm	No.	1			
6.3	<u>Conduit</u>					
	All conduits and accessories to be PVC. The supply and installation of conduit including cutting, bending, joints, settings, fittings, boxes, fixing materials					
6.3.1	25mm conduit	m	200			
6.3.2	32mm conduit	m	1			Rate Only
6.4	200 x 200 x 100 PVC wall boxes for 25mm & 32mm conduits installed in ceiling void including cover plates	No.	1			Rate Only
6.5	Drawn into conduit or sleeve 1,6mm galvanised draw wire	m	200			
6.6	<u>Cable Tray</u>					
6.6.1	100mm wide medium duty hot dipped galvanised welded wire mesh cable tray including splices clamps, hold down saddles and suspension materials installed at high level (for ICT cabling).	m	80			
6.6.1.1	90 degrees Horizontal elbow	No.	4			
6.6.1.2	Tee piece	No.	8			
6.6.1.3	Four way crossover	No.	1			
6.6.1.4	Internal elbow (riser)	No.	1			
6.6.1.5	External elbow (dropper)	No.	1			
6.7	<u>Powerskirting Modules</u>					
6.7.1	Telephone RJ11	No.	1			Rate Only
6.7.2	Data RJ45 CAT6	No.	30			
TOTAL BILL No. 6 CARRIED TO PRICE SUMMARY PAGE						

2313 - ECDC ZWELITSHA COMPLEX - ELECTRICAL INSTALLATION

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
7.0	<u>BILL No. 7 : SUNDRY ITEMS</u>					
7.1	Earthing and Bonding of the entire building installation	Sum	1	-----		
7.2	Test the completed electrical installation and issue Certificate of Compliance	Sum	1	-----		
7.3	Electrical Contractor is to return to site at Final Completion to take current readings from all the distribution boards and balance the loads where necessary.	Sum	1	-----		
7.4	Prepare and issue marked-up "As built" drawings for the Electrical and Lightning Protection System installations including Distribution Boards.	Sum	1	-----		
7.5	Attendance to Data cabling contractors during the installation of their respective plant, if required	Sum	1	-----		
7.6	Liaising with Buffalo City Metropolitan Municipality (BCMM) Electrical Department, Qonce Offices, for switching of electricity to the building as and when required to execute the works. As well as disconnection and removal of the existing electrical consumption meter and split pre-paid meters and reinstallation within new Main DB (MDB).	Sum	1	-----		
7.7	Isolate, Disconnect & Remove existing Electrical Installation equipment and components	Sum	1	-----		
TOTAL BILL No. 7 CARRIED TO PRICE SUMMARY PAGE						

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ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
8.0	<u>BILL No. 8 : PROVISIONAL SUMS</u>					
8.1	Lightning Protection System (LPS) including soil resistivity testing, testing and issuing of an SABS prescribed certificate for LPS, Maintenance Manuals, As-built drawings and profit. (Quotations to be provided from Specialists, as per Electrical Specification)	Sum	1	32 000.00	-----	32 000.00
8.1.1	Mark-up on item above	%			-----	
TOTAL BILL No. 8 CARRIED TO PRICE SUMMARY PAGE						

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ITEM	DESCRIPTION	UNIT	QNTY	RATE
9.0	<u>BILL No. 9 : ADJUSTMENTS TO N/S CONTRACT VALUE</u>			
9.1	An adjustment to the contract value resulting from a contract instruction for additional work not covered by the rates in the n/s priced document shall be determined in terms clause 32.0 of the JBCC Series 2000. NOTE: For the Public Sector Clause 3.2.2 is deleted			
9.2	Rates excluding mark-up for adjustment to the contract value under clause 32.2.3			
9.3	<u>Labour</u>			
9.3.1	Master Electrician			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.3.2	Licensed Electrician			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.3.3	Artisan			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.3.4	Apprentice stage 1			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.3.5	Apprentice stage 2			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.3.6	Apprentice stage 3			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
NOTE: ITEMS ENTERED ON THIS PAGE ARE NOT CARRIED FORWARD TO PRICE SUMMARY				

2313 - ECDC ZWELITSHA COMPLEX - ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QNTY	RATE
9.3.7	Econop 1			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.3.8	Econop 2			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.3.9	Econop 3			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.3.10	Electrician Assistant			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
9.4	<u>Materials</u>			
9.4.1	At cost. Invoices to be submitted as proof			
9.5	<u>Transport</u>			
9.5.1	0,5 ton bakkie	km	1	
9.5.2	1 ton bakkie	km	1	
9.5.3	3 ton bakkie	km	1	
9.5.4	Crane truck	Hour	1	
9.5.5	Other (Specify)			
9.6	<u>Plant</u>			
9.6.1	100W - 500W Drilling machine	Hour	1	
9.6.2	Angle Grinder	Hour	1	
9.6.3	Cutting Disc	Hour	1	
9.6.4	Rock Breaker	Hour	1	
9.6.5	Chasing machine	Hour	1	
9.6.6	Generator	Hour	1	
9.6.7	Vacuum cleaner for dust extraction from grinder	Hour	1	
9.6.8	Other (Specify)	Hour	1	

NOTE: ITEMS ENTERED ON THIS PAGE ARE NOT CARRIED FORWARD TO PRICE SUMMARY



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2313 - ECDC ZWELITSHA COMPLEX - ELECTRICAL INSTALLATION

PRICE SUMMARY PAGE

ITEM NO.	DESCRIPTION	AMOUNT
1	PRELIMINARY & GENERAL	
2	DISTRIBUTION BOARDS	
3	CABLING AND CABLE SLEEVES	
4	GENERAL LIGHTING	
5	GENERAL SMALL POWER	
6	TELEPHONE AND DATA SYSTEM	
7	SUNDRY ITEMS	
8	PROVISIONAL SUMS	
9	ADJUSTMENTS TO N/S CONTRACT VALUE	NO AMOUNT
	SUBTOTAL	
	ADD 15% VAT	
	TOTAL incl. V.A.T.	

Section 4 – Pictures

PICTURES



Cable Numbering



Distribution Board type



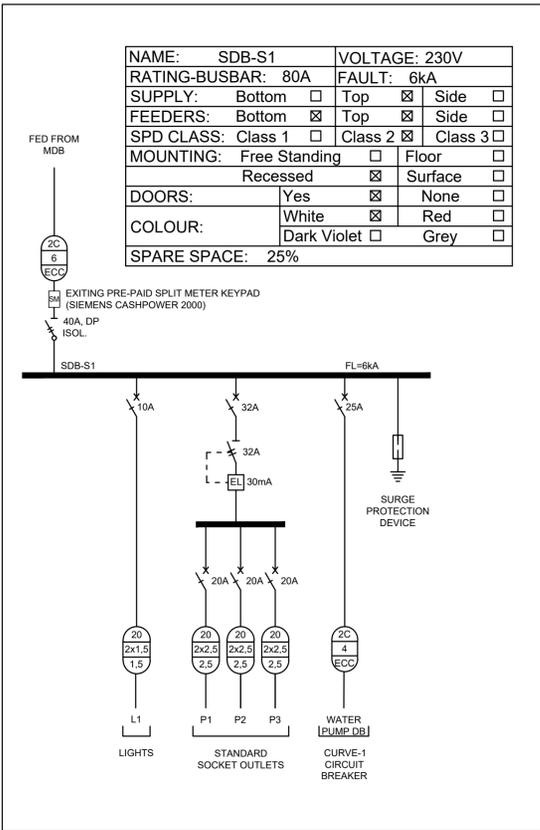
DB and Kiosk Labelling



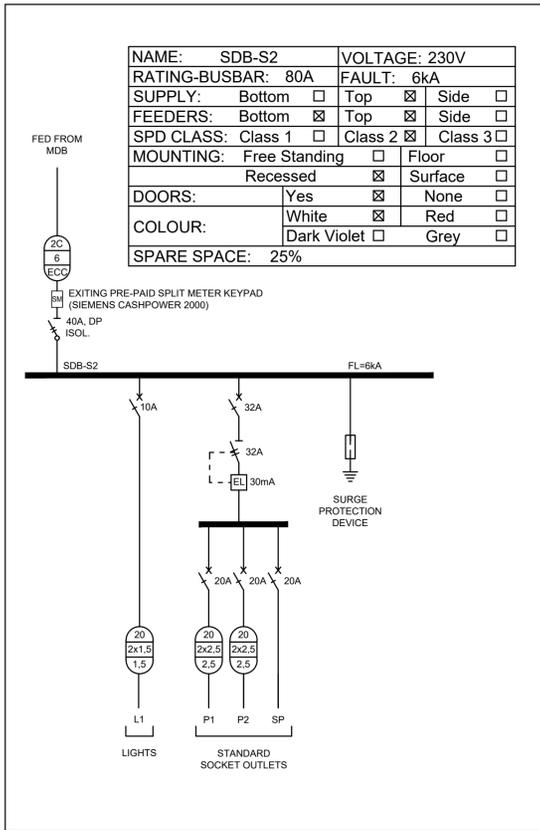
Existing MDB – Municipal Meter



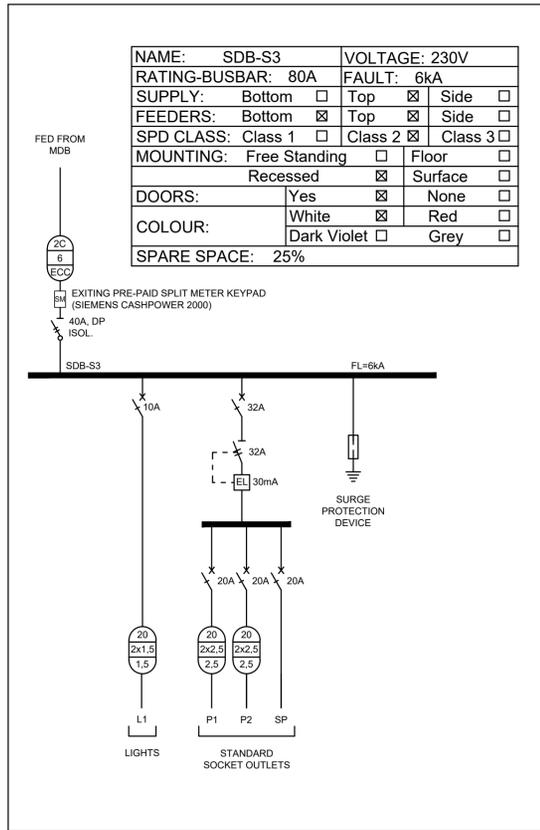
Existing MDB – Split Meters



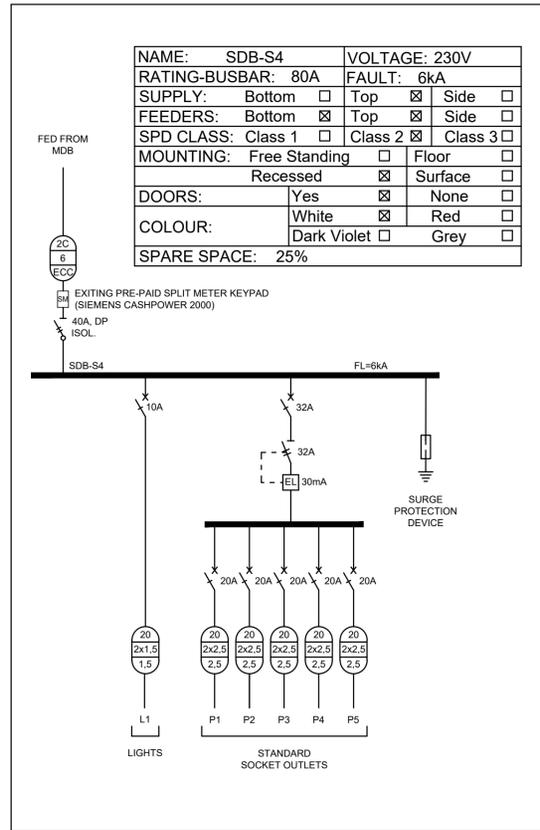
SDB-S1
(SHOP No.1)



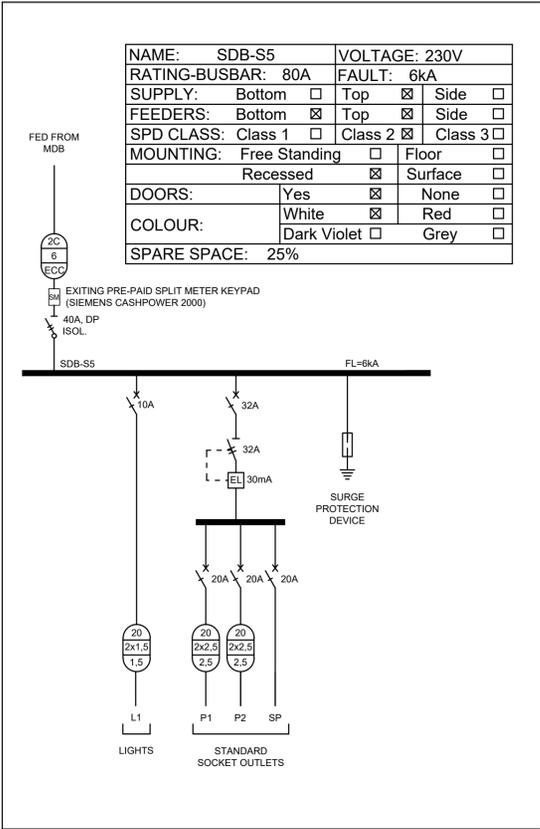
SDB-S2
(SHOP No.2)



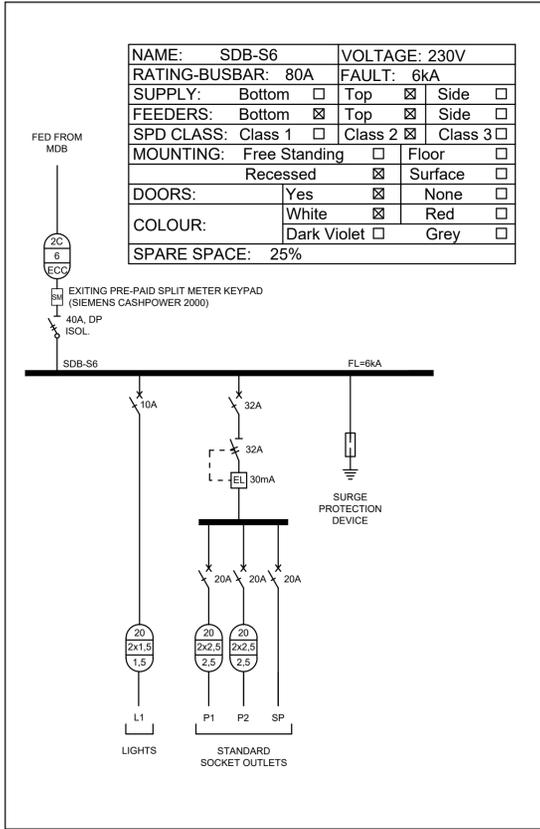
SDB-S3
(SHOP No.3)



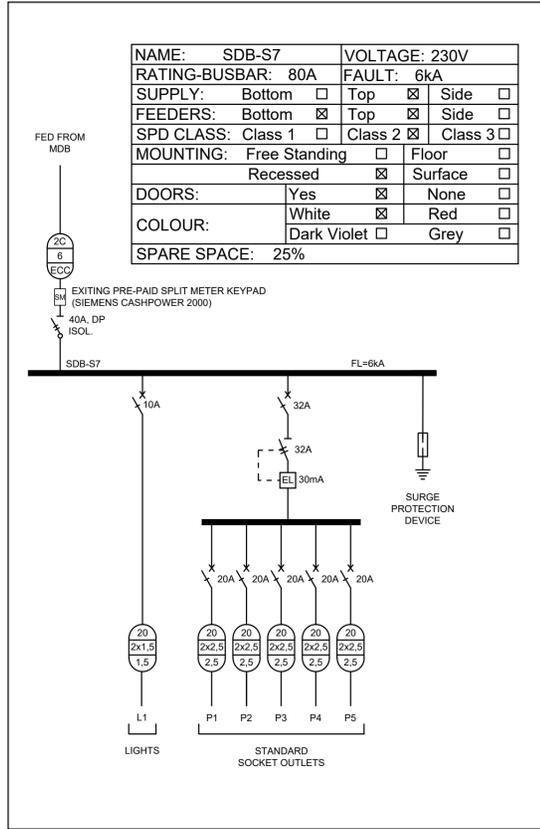
SDB-S4
(SHOP No.4)



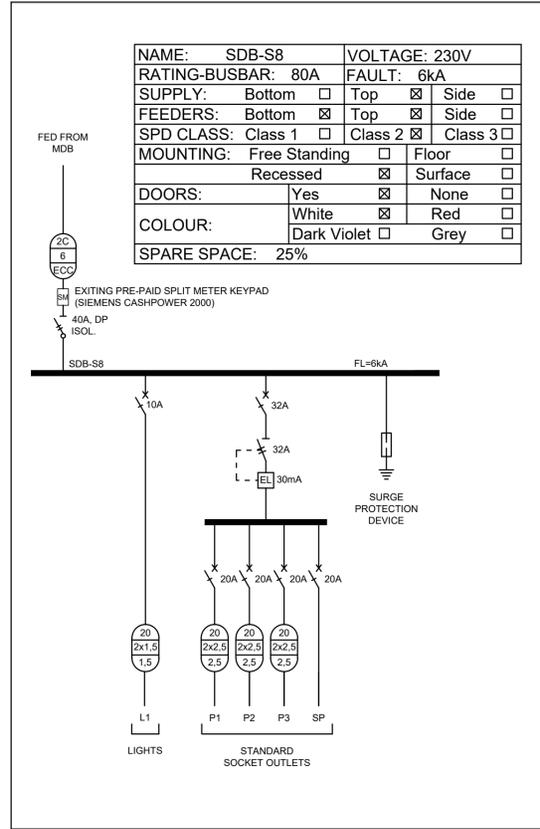
SDB-S5
(SHOP No.5)



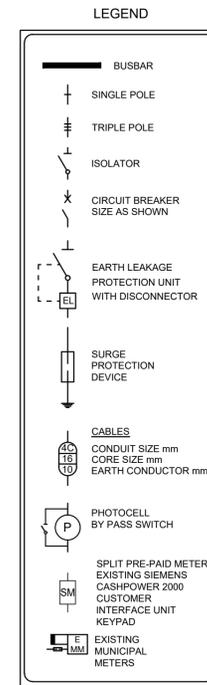
SDB-S6
(SHOP No.6)



SDB-S7
(SHOP No.7)



SDB-S8
(SHOP No.8)



- NOTES:**
- THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE DETAILED SPECIFICATIONS.
 - A COMPLETE SET OF DRAWINGS MUST BE AVAILABLE ON SITE AT ALL TIMES.
 - CONDUITS TO BE INSTALLED IN STRAIGHT PARALLEL LINES IN CEILING VOIDS AND SADDLED AT EVERY TRUSS.
 - DISCREPANCIES, ERRORS AND OMISSIONS ARE TO BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY THEY BECOME EVIDENT.
 - CIRCUITING:
 - AC = AIR CONDITIONING
 - D = DEDICATED SSO
 - L = LIGHTING CIRCUIT
 - P = STANDARD SSO
 - XL = LIGHTING CIRCUIT ON STANDBY POWER
 - XP = STANDARD SSO ON STANDBY POWER

REVISIONS			
REV	DATE	INIT.	DESCRIPTION



PROJECT
ECDC PROPERTIES IN THE BUFFALO CITY MM (CLUSTER C2): ZWELITSHA COMPLEX

TITLE
SDB-S1, SDB-S2, SDB-S3, SDB-S4, SDB-S5, SDB-S6, SDB-S7 & SDB-S8 DB SCHEMATIC DIAGRAM

COPYRIGHT

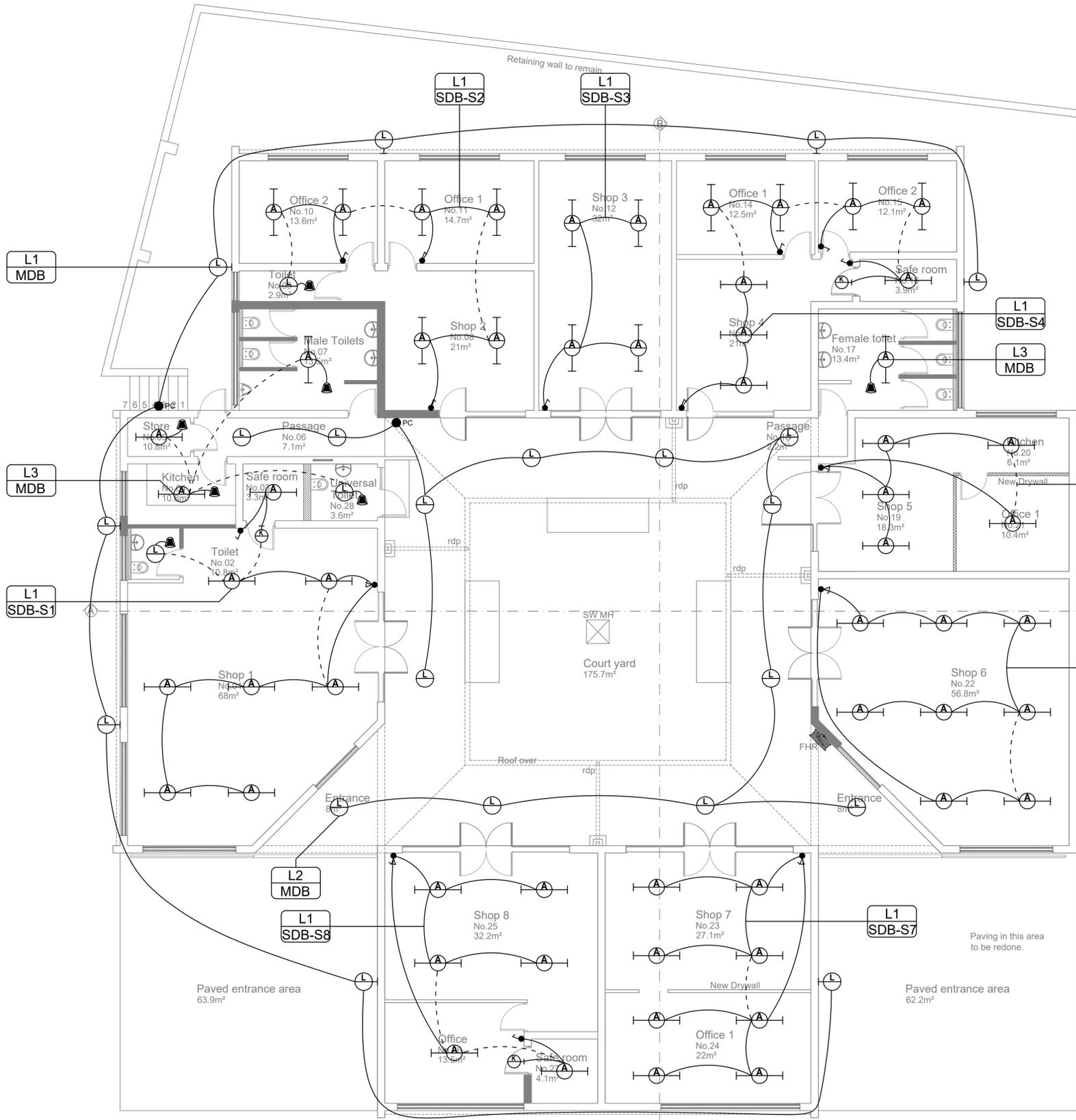
RNA CONSULTING ENGINEERS
Consulting Electrical & Mechanical Engineers

11 Bonza Bay Rd, Beacon Bay, East London, 5241
E-Mail: office@rnaconsulting.co.za

P.O. Box 12359, Amalinda, 5252
Tel: (043) 742 0041



DESIGN	TENDER	CONSTRUCTION
DESIGNED BY:	SCALE	
N.T. NZUZA	1:100	
REVISED BY:	DATE	PRINT DATE
-	21/08/2023	21/08/2023
CHECKED BY:	N.T. NZUZA	
REGISTRATION No.	201730103	
SIGNED:		
DRAWING NO.	REV No.	
2313ZC-T-E-302	00	



- NOTES:**
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REVISIONS			
REV	DATE	INIT.	DESCRIPTION



PROJECT
ECDC PROPERTIES IN THE BUFFALO CITY MM (CLUSTER C2): ZWELITSHA COMPLEX

TITLE
LIGHTING LAYOUT

LIGHTING LEGEND	
● PC	PHOTO CELL
⌚	1-LEVER 1-WAY LIGHT SWITCH
⌚	2-LEVER 1-WAY LIGHT SWITCH
📡	MOTION (OCCUPANCY) SENSOR CEILING MOUNTED
⌚	40W L.E.D OPEN CHANNEL LUMINAIRE WITH DRIVER
⌚	40W L.E.D SURFACE MOUNTED LUMINAIRE WITH FROSTED PRISMATIC DIFFUSER & DRIVER
⌚	9W L.E.D DECORATIVE WALL MOUNTED LUMINAIRE WITH RED DIFFUSER
⌚	20W L.E.D DECORATIVE WALL OR CEILING MOUNTED BULKHEAD LUMINAIRE WITH DRIVER & IP65 RATING

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DESIGN	TENDER	CONSTRUCTION

DESIGNED BY: **N.T. NZUZA** SCALE: 1:75

REVISED BY: - DATE: 18/08/2023 PRINT DATE: 21/08/2023

CHECKED BY: N.T. NZUZA

REGISTRATION No. 201730103

SIGNED: _____

DRAWING NO. 2313ZC-T-E-101 REV No. 00

NOTES:

- THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE DETAILED SPECIFICATIONS.
- A COMPLETE SET OF DRAWINGS MUST BE AVAILABLE ON SITE AT ALL TIMES.
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 - L = LIGHTING CIRCUIT
 - P = STANDARD SSO
 - XL = LIGHTING CIRCUIT ON STANDBY POWER
 - XP = STANDARD SSO ON STANDBY POWER

P O W E R L E G E N D

	WEATHERPROOF 16A 3-PIN STANDARD SWITCHED SOCKET OUTLET (SANS 164-1)
	16A 3-PIN STANDARD SWITCHED SOCKET OUTLET COMBO (SANS 164-1 & 164-2) AT 450mm A.F.F.L
	16A 3-PIN STANDARD SOCKET OUTLET (SANS 164-2) WITH SWITCH MOUNTED IN POWERSKIRTING
	16A 3-PIN STANDARD SWITCHED SOCKET OUTLET (SANS 164-1) WITH MOUNTED IN POWERSKIRTING
	2 x 16A 3-PIN STANDARD SWITCHED SOCKET OUTLETS (SANS 164-1) WITH MOUNTED IN POWERSKIRTING
	16A 3-PIN STANDARD SWITCHED SOCKET OUTLET COMBO (SANS 164-1 & 164-2) AT 1200mm A.F.F.L
	2 POLE ISOLATOR IN CEILING VOID
	DATA CABLE CONNECTION MODULE
	2-CHANNEL PVC POWER SKIRTING
	2-CHANNEL PVC POWER SKIRTING RISER
	ELECTRICAL DISTRIBUTION BOARD
	TELEPHONE DISTRIBUTION BOARD WITH 10mm SHUTTER BOARD (Note dimensions)

REVISIONS			
REV	DATE	INIT.	DESCRIPTION

CLIENT



PROJECT

ECDC PROPERTIES IN THE BUFFALO CITY MM (CLUSTER C2): ZWELITSHA COMPLEX

TITLE

POWER LAYOUT

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Consulting Electrical & Mechanical Engineers

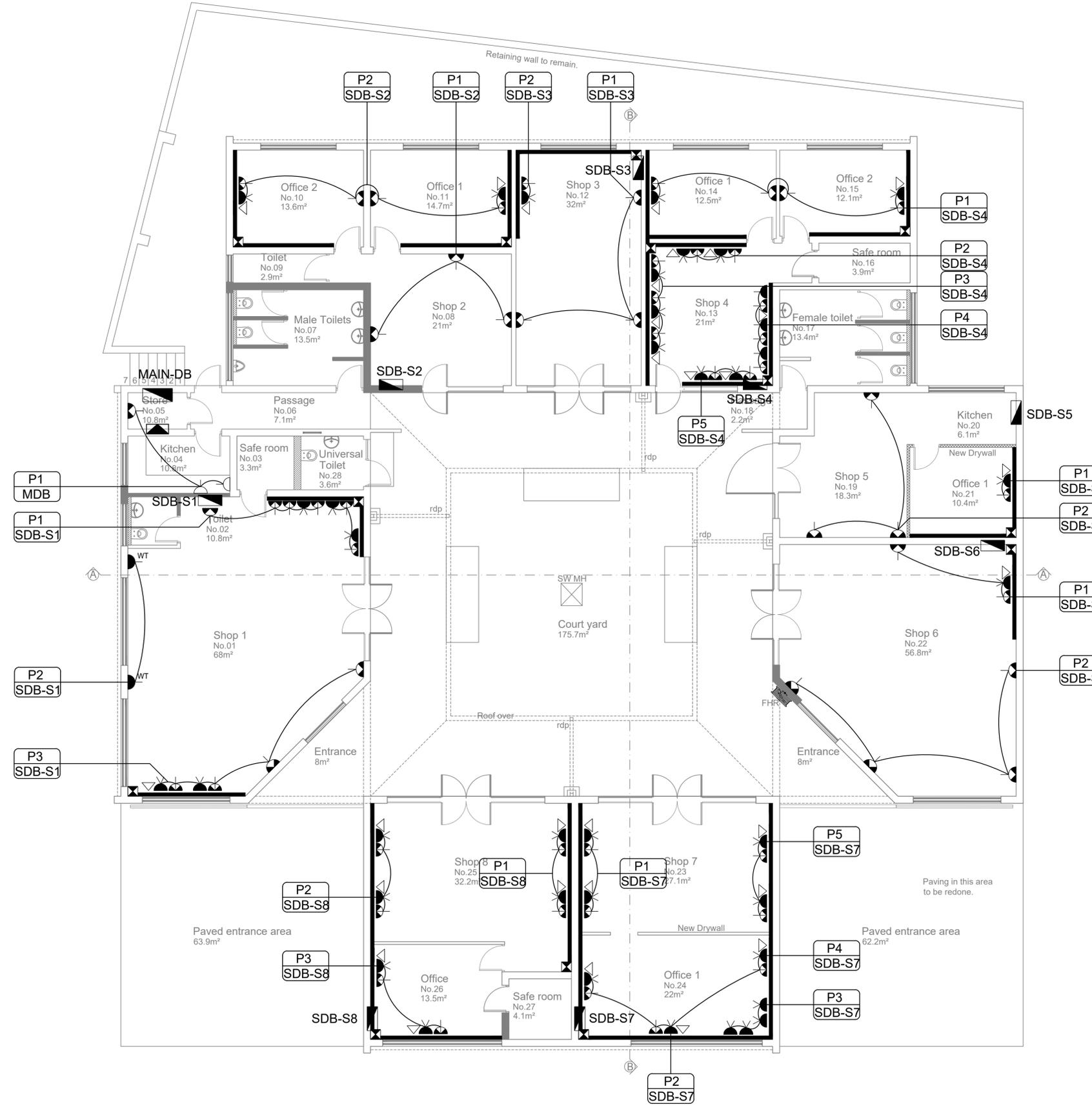
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CESA
Consulting Engineers South Africa

DESIGN	TENDER	CONSTRUCTION
DESIGNED BY:	SCALE	
N.T. NZUZA	1:75	
REVISED BY:	DATE	PRINT DATE
-	19/08/2023	21/08/2023
CHECKED BY:	N.T. NZUZA	
REGISTRATION No.	201730103	
SIGNED:		
DRAWING NO.	REV No.	
2313ZC-T-E-102	00	



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:

Reburbishment of Zwelitsha Complex requires the following works:

- General alteration works.
- Removal and replacement of all asbestos ceilings and eaves covering.
- Removal and replacement of all asbestos roof sheeting and fascia boards.
- Removal and replacement of gutters and rainwater pipes.
- Repairs and waterproofing of damage galvanized steel box gutter.
- Removal of existing timber skirting and replace with new.
- Removal of existing floor finishes and replace with new.
- Replace damaged ceilings.
- Repainting of internal walls including ceilings.
- Replacement of steel windows with aluminium windows including burglars
- Replacement of internal doors, door frames and ironmongery
- Replacement of existing joinery work
- Replacement of existing sanitary fittings
- Repairs to electrical works
- External works inclusive of fencing.

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.

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.4.1 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 **8 Months** from date of appointment.

The successful Bidder shall be required to complete and submit the signed and duly completed client recommended Services Level Agreement.

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 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 where feasible of the overall contract value a package will be identified for subcontracting by local SMME entities.

Part C4: Health and Safety Specification
C4 - Health and Safety Specification

C4.1 – Health and Safety Specification

(See attached)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

DOCUMENT TITLE	REFURBISHMENT OF ZWELITSHA COMPLEX
DATE ISSUED	27/09/2023
CLIENT	
	ECDC/INFRA14/072023
PREPARED BY	SAFE WORKING PRACTICE EAST LONDON
	

Construction Health & Safety Specification

issued in terms of the Occupational Health and
Safety Act, 1993
Construction Regulations, 2014

REFURBISHMENT OF ZWELITSHA COMPLEX

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- 1.4 Implementation of the Health and Safety Specification
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1.0 SPECIFIC PROJECT INFORMATION

1. INTRODUCTION AND DEFINITIONS

THE REQUIREMENTS OF THE CONSTRUCTION REGULATIONS 2014 (AND GUIDANCE NOTES OF 2017) HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE REGULATIONS PLACE LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THE REGULATIONS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND OTHER ASSOCIATED HEALTH AND SAFETY REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

PLEASE NOTE THAT THE TERMS "CONTRACTOR" AND "PRINCIPAL CONTRACTOR" HAVE THE SAME MEANING AS THAT IN THE CONSTRUCTION REGULATIONS AND ARE USED INTERCHANGEABLY IN THIS DOCUMENT, I.E., REFERENCES TO "CONTRACTOR" REFER TO PRINCIPAL CONTRACTOR AND/OR CONTRACTOR AS THE REGULATIONS PERTAIN TO THEIR FUNCTIONS.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to work on site. Compliance to the requirements of the Occupational Health and Safety Act 1993 is an additional requirement of this Health and Safety Specification and is part of the Contractor's responsibility. The Client, and/or their agents, will monitor that all Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO SAFETY AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a Client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site;

"construction site" means a workplace where construction work is being performed;

"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with -

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"construction work permit" means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;

Note:

a) Includes organisations and or self-employed person that contracts with a client, principal contractor, or a contractor to carry out construction work.

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, includes drawings, calculations, design details and specifications;

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shopfitter, or landscape architect;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data, and methods to design in order to optimize human well-being and overall system performance;

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects for the purpose of providing fixing;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

"falsework" means a combined system of formwork and support work;

"formwork" means temporary or permanent shutters used to form wet concrete into elements of a structure, and includes both horizontally and vertically placed shutters;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

"fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the Client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"principal contractor" means an employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means:

- any building, steel, or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure, or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning, or dismantling and where any construction work involves a risk of a person falling;

"support work" means the temporary structure erected to support the formwork before the casting of a concrete element of a structure.

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings, and reports):

Tender documents Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents, and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has arranged for the preparation of this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

Failure to comply with the requirements of this Safety Specification will result in severe sanction and the severity of the sanction will depend on the severity of the noncompliance.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will arrange for Health and Safety audits to be conducted on site on their behalf to monitor health and safety compliance by contractors.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Safety Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards, and expectations that the contractor must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities. Please note that a detailed OHS bill of quantities must be provided by the contractor on all Construction Work Permit projects. The Bill of Quantities will form part of the Construction Work Permit application presented to Department of Labour for approval.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e., the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with other Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all Contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarised him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.

1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to "definitions" section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to "Client" will apply to their appointed "Safety Agent", where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site-specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the Client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor's safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor's health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor's health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the Client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to "definitions" section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DIRECTORY		
Project Client	Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London	Company Tel: 043 704 5604
Contact Person	Camagu Futshane	
Project Manager	Eastern Cape Development Corporation Ocean Terrace Park Moore Street, Quigney, East London	Company Tel: 043 704 5604
Contact Person	Camagu Futshane	
Consulting Engineer Civils	SMEC Consulting Engineers Short Mill House Victoria Crescent The Quarry Office Park East London	Company Tel: 041 363 6777
Contact Person	Juan Kampman	
Consulting Engineer Structural	ZNM Consulting Engineers 8A Bonza Bay Road Beacon Bay East London	Company Tel: 087 350 4035
Contact Person	Mzukisi Mashaba	
Consulting Engineer M & E	RNA Consulting Engineers 11 Bonza bay Road Beacon Bay North East London	Company Tel: 043 742 0041
Contact Person	Toby Nzuzza	
Architect	BNM Architects Suite 1 Lyndon 114 Park Drive Port Elizabeth	Company Tel: 041 585 2125
Contact Person	Andrew Pritchard	
Construction Safety Agent	Safe Working Practice 4 Essex Road, Vincent	Company Tel: 043 735 1774
Contact Person	Jay Bhana	

OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work East London - Mzimkhulu Buyeye	Tel: 043 702 7500 e-mail: Mzimkhulu.Buyeye@LABOUR.gov.za
Department of Labour Cnr. Hill & Oxford St, East London City Ctr, East London	Tel: 043 702 7500

<p>Telecommunications Contractor to refer all queries on location and nature of existing services to the Project Manager / Client, etc. OR Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Project Manager.</p> <p>Company: Telkom</p>	<p>Company Tel: 10210 from a fixed landline or 020 2221000</p>
<p>Water</p> <p>Company: Buffalo City Metropolitan Municipality</p>	<p>Company Tel: 040 564 08767</p>
<p>Electricity</p> <p>Company: Buffalo City Metropolitan Municipality</p>	<p>Company Tel: 040 604 8859</p>
<p>1.6 PROJECT DETAILS</p>	
<p>Description of Works</p> <p>This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.</p> <p><i>Renovations of existing building, which include the demolishing of asbestos roof sheeting and rainwater goods.</i></p>	
<p>Anticipated Construction Duration 8 Months</p>	
<p>Construction Work Permit Required for the Project No, under value and duration.</p>	
<p>1.7 EXISTING ENVIRONMENT</p>	
<p>Hazards particular to this project by virtue of location: The building is adjacent to a main road.</p>	
<p>Overhead, Above Ground and Underground Services crossing the site:</p> <p>Overhead: Electrical and telecommunications Underground: Water, Electrical and telecommunications Ground level: Water, Electrical and telecommunications Service Drawings available: To be requested from the relevant parties. Wayleaves required: Yes Permits required: Yes Isolations required: Yes, for the electrical work when demolishing of the roof.</p>	
<p>Existing structures on site and surrounding land use (with a significant impact on Health & Safety): Existing building There is a main road adjacent to the property.</p>	
<p>Existing ground conditions and ground survey report: Existing road</p>	
<p>Existing Traffic Systems</p> <p>Condition: Tarred road Restrictions to access: Tarred Road</p>	
<p>1.8 AVAILABLE DRAWINGS</p>	
<p>Refer to tender documentation.</p>	

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Significant health and safety hazards identified by Client, Designer and Safety Agent:

Asbestos
Demolition
Excavations
Fire
Flammable Liquids / Gas
Fragile Materials
Hazardous Substances
Lead
Members of Public
Night Work
Overhead Services (Working near)
Road Working – in or next to (including Traffic Management)
Snakes
Underground Services
Working at Height
Working with Effluent

Other construction hazards that the contractor can reasonably expect are as follows:

Bricklaying
Bulk Mixing Plant
Compacting and Filling
Compactor Operations
Concrete Pumping

Cutting Kerbs
Cutting Off Disc
Electric Tools and Electrical Installations
Explosive Actuated Fastening Devices
Goods / Passenger Hoist Operation
Hand tools
Kerb Laying
Lifting Operations
Manhole Rings and Pipes Storage
Manual Handling of General Items
Material / Passenger Hoist Operation
Noise and Dust
Painting
Paving (Laying)
Plant/Vehicle and Equipment Operation
Plastering
Plumbing
Precast Slab / Unit Laying and Fixing
Scaffold Erection / Dismantling
Shuttering Walls, Beams, Columns
Skipping of Concrete
Steel Erection
Steel Fixing
Temporary Work (include False Work, Formwork, Support Work Scaffold and Shoring)
Tower Scaffold
Working at Height (excluding scaffold)

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these hazards and risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS

Site establishment
Demolition
Asbestos roof sheeting removal

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: Yes
Permit to Enter Excavations: Yes
Permit to Work with Electricity: Yes
Confined Space Permit: Yes
Hot Works Permit: Yes
Permit to Work under Power Lines: Yes
Temporary Works: Yes

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and nonconformances reported by the Safety Officer to the Contractor's management team. All nonconformances identified by the Safety Officer and Client's Safety Agent must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2018 the safety officer must be professionally registered with the SACPCMP. Proof of registration with the SACPCMP must be provided.

The requirement for this site is that a full time Safety Officer be appointed by the Contractor.

MEDICAL CERTIFICATE OF FITNESS (ANNEXURE 3)

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate competent person must be appointed by the principal contractor. Proof of an all-inclusive assessment by the Principal Contractor of the Construction Manager's Competency in construction management and health and safety competency must be available in the Safety File.

The Construction Manager, Alternate Construction Managers, Assistant Construction Managers, and designated construction supervisor/s must, as a minimum, have training in Legal Liability, Construction Regulation 2014 and the OHS Act and Regulations.

ENVIRONMENTAL CONDITIONS

Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain, lightning, and wind. The open nature of the site works will not preclude any of the above.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.

Access to site by Construction Vehicles: Through controlled access.

Access to site by Construction Workers and Visitors: Through controlled access.

Reverse Parking must be implemented in the site camp area and on site.

All service providers must have the following in place below:

1. A signed service level Agreement / 37.2 Mandatory Agreement and,
2. Plant Operators or Truck / Vehicle material deliveries must have a brag file which consists of the following:
 - a. Operators Appointment Letter CR23.
 - b. Proof of Competency, Driver's License or PrDp.
 - c. Valid medical certificate of fitness in the form of Annexure 3.
 - d. Inspection Plant or Vehicle Checklist.
3. Inducted before they can be allowed on site.
4. Valid Letter of Good Standing

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD

Site camp location and set up

- **Restrictions / requirements:** }
}
- **Storage areas:** } Contractor to advise in consultation
} with Engineer / Professional Team
- **Security:** }
}

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Toilets should be provided with built in facilities for hand washing.

- **Toilets:** }
}
- **Washing facilities:** }
}
- **Drinking Water:** } Contractor to provide as per Regulations
}
- **Shelter:** }
}
- **Showers:** }
}

Mobile site facilities requirements:

A camping toilet/mobile toilet will be required for sites that cannot facilitate a permanent location for abluion units and must be available for each gender per location.

The use of a camping toilet must be prepared and setup correctly with additional anchors and available toiletries prior to each working day and to be first priority when changing location of works along a set working path.

Teams are to ensure that the toilets are cleaned correctly and suitable for easy and hygienic uses and recorded on a daily register.

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminants at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public walkway must be fenced off and have controlled access points with the correct signs to indicate the site office for any relevant enquiries.

To prevent dust and debris from escaping the construction site, the fence should be wrapped with a Shade netting cloth (80%) . Shade netting cloth is a suitable material for this purpose, as it reduces the visibility and wind speed inside the fence. This way, the dust and debris can be contained and managed more easily.

Warning Notices: Yes

Look Outs: Yes

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes.

Safety Harnesses: Yes, when working on heights.

Hard Hats: Yes.

Reflective Vests: Yes.

Goggles / gloves / ear defenders / respiratory protection: Yes, task specific.

Steel tipped Safety Footwear: Yes

Specialist Equipment (e.g., for confined Spaces): Yes, task specific.

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project.

Appropriate measures will need to be specified for their control:

Diesel
Petrol
Paint

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:

The building will be vacated before construction commence.

The following Client safety rules and/or requirements are to be observed:

All workers are to receive induction prior to commencement of work on site.
Other safety rules and requirements to be advised at induction.
Please also refer to tender document.

Restrictions on times, access, or other restrictions by Client

Please refer to tender document.
Other restrictions may be advised at induction.

1.11 PROJECT CLOSE OUT

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project. All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

- Health and safety specification (most recent version)
- Principal Contractor's health and safety plan/s
- Site safety organograms
- Legal appointments - All OHS appointments to be cancelled at project completion
- Notification to Department of Labour of commencement of work / Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full safety files for all contractors as well as their close out reports
- List of all contractors who worked on site
- Letters of safety plan approval of contractors by the Principal Contractor
- Mandatary agreements (section 37.2 agreements)
- Incident and accident records / Occupational Disease records
- Contractor Nonconformance records
- Safety agent's audit reports
- Safety Officer reports
- Method Statements
- Risk assessments
- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All temporary works drawings (suspended beams/scaffolds, etc.)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc.)
- Detailed registers of all material used
- Copies of all Checklists completed

1.12 SAFETY FILE RETURN TO CLIENT

The consolidated Health and Safety Files for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format.

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act -
 - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - appoint each contractor in writing for the part of the project on the construction site
 - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
 - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
 - stop any contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the Client, or the Client's Safety Agent;
- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H & S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No contractors may be left unsupervised on site by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector,

and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the Client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all-inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.5 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

2.6 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.7 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.

2.8 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

2.9 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed, and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors, and Contractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.10 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected, and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents, and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.11 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

PLEASE NOTE THAT THE SAFETY AGENT MAY REQUIRE THAT THE PRINCIPAL CONTRACTOR CONVENES A SAFETY COMMITTEE MEETING ON SITE IN THE INTERESTS OF HEALTH AND SAFETY ON SITE. SUCH COMMITTEE MEETING MAY REQUIRE ATTENDANCE OF CONTRACTORS SAFETY OFFICERS/SAFETY REPRESENTATIVES, CONSTRUCTION SUPERVISION AND THE SAFETY AGENT.

2.12 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.13 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.13.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.13.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

2.14 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence. All training must be conducted by an accredited training provider and the certificates must display the applicable unit standards and the expiry dates thereof.

2.15 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training, etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.16 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.17 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.18 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

- First Aid box/es must be adequately stocked at all times, accessible and be controlled by a qualified First Aider.
- Perishables to be checked and replaced when expired.
- Stock per content list as per the General Safety Regulations Annexure.
- Signage to be in place.
- To be numbered and sealed with name of first aider on or above the First aid box.
- Dressing logbook to be available in the first aid box.
- If more than 5 employees are present, there must be a first aid box available.
- Register to be checked by a Competent person.

If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record, and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit, and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on-site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 dB; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SABS.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste, and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on, and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant -

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;

- has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that -

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are fitted with amber rotating beacons and reverse alarms.
- ALL construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied, or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site, and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids
- proper containers are to be used for fuel. Marked and labelled as per the content.
- diesel on site; more than 800 litres must have a certificate, fire safe certificate. Locked in a ventilated, secure area with a drip tray and have a designated, responsible person to use it.

2.29 Fire Precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids, and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable lights, are used;
 - there are no flames or similar means of ignition;
 - there are conspicuous notices prohibiting smoking;
 - oily rags, waste, and other substances liable to ignite are without delay removed to a safe place; and
 - adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.30 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed
- Proof of safe disposal of effluent waste disposal certificates to be obtained
- changing facilities for each sex;
- and sheltered/shaded eating area.
- Protection from the Elements and raised off the ground.

- Every employer shall provide sanitary facilities at the workplace in accordance with the provisions of Parts F, P and Q of the National Building Regulations.
- Sufficient clean water for all employees. 500ml to each employee every hour.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.31 Fall Protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;
- the procedure addressing the inspection, testing, and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.32 Temporary Works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the Client, the Client's Safety Agent, or any employee;
- all persons required to erect, move, or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;

- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
 - if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
 - adequate precautionary measures are taken in order to-
 - secure any deck panels against displacement; and
 - prevent any person from slipping on temporary works due to the application of release agents;
 - as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
 - upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
 - the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
 - provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
 - a temporary works drawing, or any other relevant document includes construction sequences and methods statements;
 - the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
-
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
 - the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.33 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
 - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - such an excavation is in stable material: Provided that-
 - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant, or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six metres from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas, or other similar services which may in any way be affected by the work to be performed, and must before the commencement of

excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;

- must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,

by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the Client, the Client's Safety Agent, any other contractor or any employee;

- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
 - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosive's legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.34 Demolition Work

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

During a demolition, the competent person contemplated in above must check the structural integrity of the structure at intervals determined in the method statement contemplated in above, in order to avoid any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take steps to ensure that -

- no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- ensure that no person works under overhanging material or a structure which has not been adequately supported, shored, or braced;
- ensure that any support, shoring, or bracing contemplated above, is designed and constructed so that it is strong enough to support the overhanging material;
- where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
- ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
- cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under or fence off the danger areas if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute-

- is adequately constructed and rigidly fastened;
- if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

A contractor must ensure that no equipment is used on floors or working surfaces unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Abatement Regulations, 2020.

Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

2.35 Scaffolding

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work as per the SANS 10085 of 2004.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act and SANS 10085. Scaffold must be;

- Level and balanced upon the correct footing such as base jacks, U-Jacks, and mobile wheels
- Have the correct Ledgers and bracing methods to secure the frames and Standards
- To be fully boarded with the correct edge protection on both the 0.500m and 1 metre height per working platforms.
- Working platforms to be in accordance with the Tables 4 and 5 of the SANS 10085 for weight restrictions
- Have the correct access that is fitted within the scaffold and grants access to the working platforms and must be fitted with a trap door system.
- Secured with fastening methods such Reveal and fixed ties according to table 7 of SANS 10085. Buttresses to be used when required.
- signage must be displayed to indicate if the scaffold is safe or unsafe to use.
- Trestles to be built in accordance with section 10.16.1 of the SANS 10085 and safety requirements to be met by the scaffolding inspector and scaffold supervisors on site.
- Trestles to be built in accordance with section 10.16.1 of the SANS 10085 and safety requirements to be met by the scaffolding inspector and scaffold supervisors on site.
 - Section 10.16.1 of SANS10085 as follow :
 - Figure 9 A and B

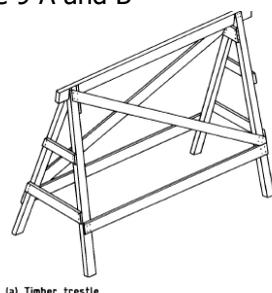


Figure 9 — Trestles (see 3.51 and 10.16)

- Timber trestles shall be constructed generally in accordance with figure 9(A) and steel trestles shall be constructed generally in accordance with figure 9(b). Timber trestles shall not exceed 1,5 m in height. Steel trestles shall have an extended height not exceeding 2,35 m and a closed height not less than 1,30 m.
- The minimum width of the trestle legs when opened and locked in position shall be 780 mm.
- Trestles shall not be used on slopes exceeding 1:12.
- The platform supported by the trestles shall be level within 1:50 in all directions.
- NOTE 1 Trestles may be so constructed that they can be folded for storage and transportation.
- NOTE 2 Trestle ladders may also be used instead of trestles.
- NOTE 3 The maximum height of 2,35 m enables an average platform height of 2 m to be attained when trestles are used on sloping ground.

2.36 Bulk Mixing Plant

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the Client, the Client's Safety Agent, or any employee.

2.37 Hazardous Chemical Agent (HCA)

In addition to the requirements in the HCA Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Safety Data Sheets (SDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All SDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCA's are being/going to be controlled by referring to:
 - Limiting the amount of HCA
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCA
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCA are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the SDS and trained in how to treat HCA incidents appropriately.

2.38 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

2.39 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.40 Asbestos

The Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Abatement Regulations, 2020. The Contractor shall submit an Asbestos Certificate from Department of Labour which refer to the prescribed requirements. The Contractor shall notify The Client if there are any asbestos materials to be used on site.

"asbestos clearance certificate" means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

"type 1 asbestos work" means:

(a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or

(b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and does not require registration as a registered asbestos contractor with the chief inspector;

"type 2 asbestos work" means:

(a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or

(b) the removal of asbestos cement products or asbestos insulating board; and requires registration as a type 2 registered asbestos contractor with the chief inspector;

"type 3 asbestos work" means:

(a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and requires registration as a type 3 registered asbestos contractor with the chief inspector;

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the contractor must, as per AAR 2020, include the following in the health and safety plan/file and must be implemented on site:

- An asbestos risk assessment must be carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.

- If asbestos-containing materials are identified a written asbestos management plan for the workplace must be prepared by a competent person.
- Train Employees, visitors and persons who may have incidental asbestos exposure to asbestos.
- The Chief Director: Provincial Operations must be notified as per the Annexure 2 when asbestos work will be done, at least seven days prior to commencement of work.
- The contractor may only undertake the type of asbestos work for which they are registered by the chief inspector.
- Must appoint an occupational health and safety representative as contemplated in section 17 of the Act.
- Submit the approved plan of work to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work.
- Appoint an asbestos removal supervisor for each asbestos work site.
- Adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work.
- Ensure that the employee medical and training records are available on site for inspection and validation.
- Keep employee information for a minimum period of 50 years.
- For type 2 and type 3 asbestos work, ensure that air monitoring is in place.
- All asbestos contractor employees must be put under medical surveillance.
- Close off all asbestos containing or affected areas.
- The contractor must provide the required PPE, washing facilities and decontamination facilities as per the type of asbestos work.
- A document must be obtained from the asbestos disposal site for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose
- When all asbestos is removed an inspection must be done by and approved inspection authority and an asbestos clearance certificate issued.
- Comply with the Prohibitions in regulation 24.

2.41 Pressure Equipment (Including Gas Bottles)

The Contractor shall comply with Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure equipment is used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure equipment to have the following in place;
 - Service date
 - Seals on valves with no leaks and not broken
 - flash arrestors
 - Should be stored and chained together
 - Oxygen / Acetylene bottles to have clips
 - Signage to be visible
 - Gauges in working condition and be visible
 - Permits for use
 - Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.42 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.43 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing are carried out
- Records are kept of inspections and of service certificates

- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked regarding integrity, chains, serial numbers, checked for tears, cuts links and all other materials
- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.44 Ladders and Ladder Work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.45 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.46 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing are provided and maintained.

2.47 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.48 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.49 Night Work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

2.50 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.51 Occupational Health

Exposure of workers to occupational health hazards and risks are quite common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem, and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g., cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g., painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.52 Material Hoists

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.

A contractor must ensure that the tower of every material hoist is -

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- provided with a door or gate at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause -

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit trucks, barrows, or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.

A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

A contractor of a material hoist may not require or permit any person to operate a hoist unless the person is competent in the operation of that hoist.

No contractor may require or permit any person to ride on a material hoist.

A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- is properly maintained and the maintenance records in this regard are kept on site.

2.53 Explosive Actuated Fastening Device

No contractor may use or permit any person to use an explosive actuated fastening device, unless-

- the user is provided with and uses suitable protective equipment;
- the user is trained in the operation, maintenance and use of such a device
- the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- the firing mechanism is so designed that the explosive actuated fastening device, will not function unless-
 - it is held against the surface with a force of at least twice its weight; and
 - the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.

A contractor must ensure that-

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed for that purpose;
- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- an explosive actuated fastening device is not stored in a loaded condition;
- a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are-
 - controlled and done in writing by a person having been appointed in writing for that purpose; and
 - recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

2.54 Alcohol and Drugs (GSR 2)

1. A contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.

2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.

3. An employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

2.55 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.
- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance with GSR 13A.
- Only competent persons may be allowed to work at heights
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / lifelines to be used.
- Anchor points to be in place and determined by an engineer. Anchor points must be pull tested prior to use.
- GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.
- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.56 Ventilation and Lighting in the Workplace

Every employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values

specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the employer of those employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:

- the average illuminance at any floor level in a workplace within five metres of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery is such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The contractor must ensure that the emergency sources of lighting prescribed above:

- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and
- where directional luminaires are installed, these are mounted at a height of not less than two metres above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.

The contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.

2.57 Ergonomics Regulation of 2019

"competent person" in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, value and prioritise any risk from exposure to ergonomic risks associated with the workplace;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimise human well-being and overall system performance;

The ergonomics regulations will apply to any employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the workplace and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an

ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;
- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.

An employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
 - the work methods;
 - the type of work carried out; or
 - the type of equipment used to control the exposure; and
- an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or
- an occupational health practitioner recommends that relevant employees must be under medical surveillance, in which case the employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.

2.58 Hazardous Biological Agents

A purpose of this code is to guide employers and employees in managing exposure to micro-organism, cell culture or human endoparasite in the workplace by providing guidance to employers and employees in –

- (a) Conducting or updating a risk assessment in terms of the OHS Act and the HBA in respect of exposure;
- (b) Developing a plan to limit infection, transmission and mitigate the risks of serious illness or death on the basis of that risk assessment;
- (c) Implementing the plan;
- (d) Managing absence from work due to infection, isolation and adverse effects of vaccination;

Risk Assessment and Plan:

Every Employer must –

- (a) Undertake a risk assessment to give effect to its obligations under the OHS Act and the HRA regulations;
- (b) On the basis of the risk assessment develop or amend its existing plan to include-
 - (i) Any measures to be implemented in respect of vaccination of its employees and, taking into account the intervals between vaccinations, the dates by which the employees must be fully vaccinated; and
 - (ii) Any other protective measures contemplated in section 6 (1) and (2) of the Code of Practice;
- (c) Consult on the risk assessment and plan with –
 - (i) Any representative trade union as contemplated by section 14(1) of the LRA; and
 - (ii) Any health and safety committee established in terms of section 198 of the OHS Act or in the absence of such committee a health and safety representative designated in terms of section 17(1) of the OHS Act or employee representative; and

(d) Make that risk assessment and plan available for inspection by the trade union and committee contemplated in paragraph (c) and an inspector.

Contents of the risk assessment and plan:

(1) The risk assessment and plan must include –

- (a) The identification of the employees contemplated in paragraph (i) of that section;
- (b) Reporting of symptoms by employees and isolation of employees who are and are symptomatic;
- (c) The workplace protective measures required to be taken in terms of the HBA Regulations including personal protective equipment and ventilation;
- (d) A procedure to resolve any issue that may arise from the HRA by an employee of the right to refuse to work in the circumstances contemplated in section 15 (1); and
- (e) The process by which the obligations under this Code will be complied with.

(2) The risk assessment and plan may include-

- (a) Social distancing measures including minimising of number of workers in the workplace through rotation, staggered working hours, shift and remote working arrangements;
- (b) PPE measures contemplated in section 11 (refer to **PERSONAL PROTECTIVE EQUIPMENT (PPE)** section of this OHS specification);
- (c) Personal hygiene measures such as the wearing of facecloth masks, barriers, hand washing, sanitisers and surface disinfectants;
- (d) Any special measures to mitigate the risk of infection or serious illness or death in respect of individual employees at increased risk such as reducing the numbers in and the duration of occupancy in meeting rooms.

Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation

General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations

Key: OHSA – Occupational Health and Safety Act, 1993

ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	Project Directory	base state details of Project Client, Project Manager / Principal Agent, Safety Agent, Consulting Engineer, etc. (Name, address, contact details).
2	Contractors Directory	base indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	Other Parties Directory	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	Project Safety Statement	The Project Safety Statement must be included in the Safety Plan.
5	Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)	Health and Safety standards must be included in the Safety Plan.
6	Project Particulars	Scope of works must be included in the Safety Plan. This is critical.
7	Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials	base include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	Management Structure for safety on the Project	structured organogram with names of the responsible people must be included.
9	Appointed Persons, Supervision	required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	Security Procedures	base indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	Registers list and inspection frequency	list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	Design Co-ordination	base indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	Contractor Co-ordination	attention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.
14	Housekeeping, stacking and storage	housekeeping policies and procedures must be included in the Safety Plan.
15	Waste Disposal Arrangements	waste disposal arrangements procedures must be included in the Safety Plan.
16	Noise and dust control	base indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.

No	Item	Notes
17	Training Requirements	Training requirements must be identified and recorded.
18	Plant and Equipment	List of plant and equipment to be used on site must be included in the Safety Plan.
19	Safety Monitoring Arrangements	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	Information for Contractors	State how information will be given to Contractors on site.
21	Consultation/communication arrangements with Employees	State how information will be given to employees e.g., notice board.
22	Selection of Contractors Procedures	Principal contractor must state what health and safety procedures they will use to assess the competence and resources of their contractors on site.
23	Activities with risk to Health and Safety (Risk Assessment)	Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	Hazardous Substances	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	First Aid and Medical Procedures	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	Fire and Emergency Procedures	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	Accident and Incident Reporting and investigation	State the Accident and Incident Reporting and investigation procedures of your company.
28	Welfare and Site Facilities	Elaborate on toilets and eating areas, water provision, how will workers be protected during wet weather conditions etc.
29	Site Rules	The Site Rules must be included in the Safety Plan.
30	Personal Protective Equipment	The necessity must be identified by Risk Assessments.
31	Health & Safety File arrangements	Please indicate arrangements for the return of the Health and Safety File to the safety agent at the end of the project.
32	Method Statements/Safe System of Works	List of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities
33	Permits and wayleaves	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	Fall Prevention and Protection Plan and Fall Rescue Plan	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	Demolition method statement	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	Confined spaces	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	Safety Representatives and Safety Committees	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety

No	Item	Notes
		Specification requirements regarding this section (section 2.12).
38	Have the significant hazards from the safety specification been addressed?	e section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	Safety File - Safety Policies in File and Signed by 16(1) CEO.	ety Policies must be signed and explained to employees.
40	Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.	copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	Safety File - Signed copy of the 37.2 Mandatary Agreement	7.2 Mandatary Agreement needs to be signed between the Client and the Principal Contractor.
42	Safety File - Appointment letter from Client (as well as 5.1.K)	e Client must appoint the Principal Contractor in writing.
43	Safety File – Notification / Permit	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.

ANNEXURE B – LEGAL APPOINTMENTS

The contractor shall make the following appointments, as required:

Chief Executive Officer (OSH Act 16(1))
Contract Director/Manager (OSH Act 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Demolition Supervisor (CR14(1))
Scaffold Supervisor (CR16(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Bulk Mixing Plant Supervisor (CR20(1))
Bulk Mixing Plant Operator (CR20(2))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSH Act 9(2))

ANNEXURE C - BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Asbestos Cement Pipes	Release of asbestos fibres	<ul style="list-style-type: none"> • Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons, as applicable • damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
2.	Asbestos Cement Removal	Personnel falling from height Debris falling from height Falls of equipment or tools Release of asbestos fibres	<ul style="list-style-type: none"> • Notice to be erected informing personnel of fragile roofs, as applicable • Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons and falls from height, as applicable • Roof sheets to be sprayed with water to prevent fibre release, where feasible • Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required under area of sheet removal to prevent injury from falls of material from height • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
3.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	<ul style="list-style-type: none"> • Use only trained personnel • Safe means of access to be provided • Safe/Suitable working platform required where working at height • PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination
	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	<ul style="list-style-type: none"> • Trained banksman to control vehicles movement • Only trained personnel use plant • Personal Protective Equipment to be worn • Personnel to stand clear as materials are being tipped • Use stop blocks and signs to warn vehicles of excavations, where applicable • Stand clear of plant whilst materials are being compacted • Establish position of underground services and protect services from damage
5.	Compactor Operations	Crushing of feet	<ul style="list-style-type: none"> • Only trained and competent personnel to use the machine • Ensure operative wears steel toe cap shoes or boots at all times
6.	Concrete Pumping	Sprains and strains Hit by pump Concrete burns Collapse/bursting of structure	<ul style="list-style-type: none"> • Personnel to be in clear vision of pump operator • Trained pump operator • Personnel working with the concrete to wear the appropriate personal protective equipment to protect against cement burns • Design of structure being loaded to be approved by competent designer and inspected before, during and after loading • Pump to be well maintained

7.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise, and Dust	<ul style="list-style-type: none"> • Only trained operators to use saw and change blades. • Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. • People to be kept away from the work area. • Work to cease if people have to pass. • Sparks, etc. to be directed away from people and any flammable material.
8.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> • Use competent personnel. • Hot works control- fire extinguisher, fire watchman. (Permit may be required) • PPE to include gloves, eye protection, hearing protection • Solid working position. • Clear working area • Correct grade of blade must be used. • Good ventilation to be provided (forced if necessary). • Changing of wheels to be by competent persons only • Cut off discs must not be used for grinding (grinding disc thicker) • Bystanders to wear hearing protection, as applicable
9.	Demolition	Falling materials Premature collapse of structure	<ul style="list-style-type: none"> • Ensure there is a current method statement in place • Ensure all emergency procedures are in place and all details are displayed • Ensure that structural demolition has been approved by the designer and site management • Personnel must be competent • Ensure at all times there is a safe means of access and egress • All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye, and skin protection
10.	Electrical Commissioning	Electric shock	<ul style="list-style-type: none"> • Personnel to comply with permits to work issued by Client • Personal protective equipment to be worn by employees to prevent electric shock • First aid treatment to be readily available • Only competent and trained persons may decommission or commission electrical equipment
11.	Electric Tools and Electrical Installations	Electric shock Fire	<ul style="list-style-type: none"> • Electric tools and installations to be in good condition • Inspect electric tools before use • Do not use electric tools in wet/damp conditions • Use personal protective equipment such as insulated gloves • Electrical installations register to be maintained, inspected by competent person
12.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	<ul style="list-style-type: none"> • Deep excavations / monitor air for toxic fumes • Prevent collapse by battering back sides to a safe angle or install temporary support • Protect vehicles from falling into excavations – provide barriers, signage, etc. as necessary • Beware of undermining of other structures (e.g., buildings, scaffolds) • Record excavation inspections by competent person on daily basis • Provide suitable means of access/egress in case of emergency. • Excavations formed by explosives must be accompanied by method statement approved by Client
13.	Explosive Actuated Fastening Devices	Noise Being struck by cartridge or fixing	<ul style="list-style-type: none"> • Operators to be trained, competent and wear appropriate protective equipment, e.g., goggles, gloves, ear defenders, head protection. • Cartridge gun to be in good condition, inspected for damage and faults regularly and results entered into register • Used and unused cartridges and cartridge gun should be kept in secure place when not in use, maintain register for return and issue.
14.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • No fires to be lit on site. Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
15.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • Have a working fire extinguisher at hand at all times.

			<ul style="list-style-type: none"> No smoking or naked flame near flammable substances or in unauthorised areas Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices Equipment must be in good condition, maintained Personnel using substances must be trained in safe use and risks
16.	Fragile Materials	Persons or items falling through fragile materials	<ul style="list-style-type: none"> All fragile materials to be identified and protected prior to work commencing. Protection to include either covering the fragile materials or excluding activity. Any coverings to be secured in place The location of the fragile materials to be indicated by signage
17.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<ul style="list-style-type: none"> Ensure: Tool is correct for job Tool is in good order and suitably sharp Personnel must be competent/instructed in tool usage and tool safely Lighting is sufficient Access is safe, working platform is secure, leading edge is guarded Operative is wearing all necessary PPE
18.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	<ul style="list-style-type: none"> Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) Know what First Aid measures are Have welfare facilities available for washing of hands, etc.
19.	Hot Works	Burns to eyes or other parts of the body	<ul style="list-style-type: none"> Personal Protective Equipment to include eye, skin, and hearing protection Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
20.	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	<ul style="list-style-type: none"> Impervious gloves and barrier cream to be used to protect hands. Personnel should be aware of safe manual handling techniques when handling kerbs.
21.	Lead – working with; removal of tiles	Toxic effects from exposure to lead and its compounds Risk of inhalation, ingestion, and absorption Personnel falling from Height Debris falling from height	<ul style="list-style-type: none"> Demarcation of the workplace Restriction of entry by unauthorised persons Restriction of substances that can release airborne lead to certain areas. Limit number of workers exposed to lead Regular cleaning of workplaces and equipment All employees who are exposed to lead must be provided with suitable and adequate protective clothing and respirators where applicable Lead is to be packed in impermeable containers that are tightly sealed and clearly marked for removal The need for medical surveillance and the nature thereof is to be based on both the risk assessment and air monitoring results and safety legislation.
22.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	<ul style="list-style-type: none"> Check test certificate Check examination certificate Check inspection have been carried out Check certificates for lifting equipment (chains, slings, shackles, etc.) Ensure lifting gear is rated to carry load (SWL) Ensure materials being lifted are properly packaged and slung. Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. Only trained banksmen to be used. The crane driver and the banksman are to ensure that the signals given are clearly understood.
23.	Manhole Rings and Pipes Storage	Rolling of rings Collapse of pipes Crushing of persons Stockpile collapse	<ul style="list-style-type: none"> Manhole rings must be stored flat to prevent them being rolled. Banks of pipe stockpiles are not to be broken until they are ready for use. Personnel must stand to the side when breaking bands so as not to be hit by falling pipes. Pipes must be wedged to prevent rolling

24.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> Personnel should be aware of safe manual handling techniques Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. Ensure good housekeeping against tripping/fall hazards. Operative to get assistance if load too heavy- team lift if necessary. Utilise mechanical lifting and carrying aids where possible. Personnel to ensure access equipment, ladders will take weight of operative and load being carried. Personnel to ensure item being carried is properly bonded or is not liable to break apart whilst being manually handled.
25.	Material Hoist	Mechanical failure Overloading Hoist gateway being left open at landings	<ul style="list-style-type: none"> Safe working limit to be indicated on hoist. Hoist operator to be trained/ competent. Regular maintenance and inspection of hoist by competent person Records of maintenance and inspection to be maintained. Hoist gate should be fitted with mechanical and electrical interlocking devices.
26.	Members of Public – Protection of	Injury to member of public and road users from site works	<ul style="list-style-type: none"> Barriers and signage to be in place Workers must warn away any members of public from the works Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public Traffic turning into site – traffic management and signage as required. Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible Refer to plant risk assessment for details on plant safety precautions NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
27.	Mobile Crane Erection and Dismantling and Use	Collapse of structure Overturning of structure Falling materials	<ul style="list-style-type: none"> Ensure emergency procedures are in place and all operatives are aware of the details Only use trained and competent operators for the erection and dismantling and use of cranes Ensure crane driver is trained and holds certification as proof. Must have valid medical certificate of fitness. Ensure there is safe means of access available at all times Ensure the mobile crane driver has 360° vision if not ensure a fully trained banksman is used Banksman to wear reflector vest to identify himself to the crane driver Ensure all personnel wear suitable and sufficient personal protective equipment Consider creating exclusion areas
28.	Night Work	Security Lighting	<ul style="list-style-type: none"> The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.
29.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> Wear respiratory and hearing protection Dampen down and minimise dust where possible.
30.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	<ul style="list-style-type: none"> Maintain safe clearance levels Establish presence of any services via proper walk-through survey of site and/or means of service drawings Wear personal protective clothing Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services Obtain information on clearance levels from service provider
31.	Painting	Contact with paint	<ul style="list-style-type: none"> Refer to safety data sheet for usage instructions, hazards and precautions required. When working at height, refer to risk assessment addressing this hazard below.

32.	Paving (Laying)	Impact injuries from tile / mallet Caustic burns Sore knees Cuts from cutter	<ul style="list-style-type: none"> • Impervious gloves to be worn/ barrier cream to be used • Kneelers or similar to be available • Personal protective equipment to be worn – for example if saw used to cut pavers
33.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	<ul style="list-style-type: none"> • Implement traffic protection measures • Trained and competent operators must be used • Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. • Medical certificates of fitness required for construction plant. • Crossing of road by construction vehicles or machines must be limited to the practical minimum • Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. • Wear appropriate protective clothing/equipment, e.g., goggles, gloves, ear defenders, etc. as appropriate.
34.	Plastering	Falling materials Fall from height Contact with materials	<ul style="list-style-type: none"> • Ensure standard safety procedures are followed • Ensure there is a safe working area • Ensure safe access and egress • Ensure competent personnel are used
35.	Plumbing	Falling material Falling from height Fire Burns Exposure to lead fumes	<ul style="list-style-type: none"> • Ensure standard safety procedures are followed at all times • Only used trained and competent personnel • Ensure there is a safe working area at all times • Ensure materials are stored neatly • Ensure there is safe access and egress at all times • Ensure all personnel wear suitable and sufficient personal protective equipment • Consider a hot works permit system prior to commencing any hot works • Make sure emergency procedures are in place and ensure all personnel are aware of where to go in case of a fire
36.	Precast Slab / Unit Laying and Fixing	Falls Falling materials Manual Handling	<ul style="list-style-type: none"> • Emergency procedures in place and personnel explained details • Use competent personnel • Ensure suitable and sufficient access and egress is provided • Safe place of work must be provided • Ensure all personnel wear correct personal protective equipment • Exclusion zone may be required for protection against risk of falling objects
37.	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	<ul style="list-style-type: none"> • Ensure • scaffold is designed to take the imposed loads • scaffolding is constructed properly • scaffold is not overloaded • scaffolders are fully trained • scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis • scaffolders must adhere to the safe systems of work. • all fall arrest equipment to be checked and certified in good working order • that ALL understand the safe system of work
38.	Shuttering Walls, Beams, Columns	Falling from height Falling materials from height Cuts and abrasions from splinters and nails	<ul style="list-style-type: none"> • Ensure all personnel wear the appropriate Personal Protective Equipment • Ensure at all times there is a safe working platform • Use only trained and competent personnel • If electrical tools are being used ensure they have been tested and safe to use • Ensure timber is de-nailed after use • Ensure safety standards are followed at all times • Ensure there is a safe means of access and egress at all times
39.	Site Strip	Overtuning Vehicles	<ul style="list-style-type: none"> • Follow standard safety procedures • Only use trained and competent personnel • Ensure there is a suitable and safe means of access and egress • Ensure banksman used when required • Ensure all personnel wear suitable reflector vests as required
40.	Snakes	Snake bite	<ul style="list-style-type: none"> • Qualified first aider required for site who can treat snakebite • Snake bite kit to be on hand • Check area before working • Find out nearest hospital and get emergency telephone numbers.

41.	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	<ul style="list-style-type: none"> Adhere to all general precautions for working at height (See risk assessment below) Barrier off / exclude area below work All lifting appliances to be examined and inspected Inspection register in place and up to date All personnel to be trained and competent and wear clipped on safety harnesses when working at height Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site. Competent persons only to connect loads and direct plant
42.	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling form height	<ul style="list-style-type: none"> PPE must include safety boots and goggles Manual handling training may be required Care to be taken when working near overhead lines Use only trained personnel Provide safe means of access Maintain and regularly inspect all lifting appliances and equipment Cap starter bars to prevent injuries where feasible Construct scaffold walk ways to cross reinforcing mesh, as required
43.	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	<ul style="list-style-type: none"> Wear personal protective equipment such as gloves and goggles Formwork must be built by trained person and be inspected by competent person and results entered into register on site
44.	Tower (Mobile Aluminium Tower) Scaffold	Overtipping Falls	<ul style="list-style-type: none"> Tower to be on firm level ground with wheels or feet properly supported. Height not to exceed 3 times the base dimension. i.e., 2x3m Base Tower not exceed 6m. Erection by competent person Inspection before first use Weekly record of inspection required Guard rails and Toe boards as per normal scaffolds Beware when moving of overhead obstructions, such as power lines Never move in strong winds
45.	Underground Services	Striking of buried services	<ul style="list-style-type: none"> Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (e.g., Municipality or ESKOM) when planning work. Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. Comply with the requirements of the safe system of work for underground services. Where available, locate services with a locator Hand dig around services
46.	Working at Height	Personnel falling form height Falling debris Those beneath being injured	<ul style="list-style-type: none"> All access equipment is properly constructed (inspections record must be maintained) Only trained personnel construct, dismantle or control the access equipment All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding No access equipment may be loaded above the level of the guardrail No access equipment to be loaded above its safe working load Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times All fall arrest equipment to be correctly maintained Ensure if ladders are being used for access, they are either footed or tied. Also, the ladder must be set at the correct level of 1 in 4 or approximately 75°
47.	Include any other items not included in above into this section	Include any other items not included in above into this section	Include any other items not included in above into this section

