



CALL FOR BIDS

BID NO: ECDC **ECDC/INFRA/20/102023**

BID SUBJECT: **UPGRADE AND RENOVATION OF ECDC OFFICE IN
(QUEENSTOWN) KOMANI**

Consisting Of:

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

BIDDER NAME:

CSD No.:

CRS No.:

CLOSING DATE:	01 DECEMBER 2023
CLOSING TIME:	12h00

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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	<p>Means</p> <p>a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and</p> <p>any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.</p>

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

Qualifying Small Entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
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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 3 GB or Higher for the Upgrade and Renovation of ECDC Office – Queenstown, in Eastern Cape.

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



ECDC OFFICE QUEENSTOWN - GPS co-ordinates of the site are Latitude: -32.174557 Longitude: 26.8220646,328

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

2. Eligibility to Bid

- a) Bidders should meet the Mandatory Requirements in order to be evaluated T2.1 **(Mandatory List of Tender Returnables)**
- b) **It is estimated that bidders should have a CIDB grading of 3 GB 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, The Herald, Treasury, Load on ECDC Website for 30 Days after Advert	N/A
2.	Compulsory Briefing Meeting	A compulsory briefing meeting to be held at ECDC Office, Queenstown on 21 November 2023 starting at 10h00.	
3.	Last day of questions	7 days before closing date	16H00
4.	Final date of submission of bids	1 December 2023	12h00
5.	Bid Validity	120 days	

6.1. Briefing Session and Site Location

A compulsory briefing meeting to be held at ECDC Regional Office, Corner R67 and Victoria Street, Queenstown on the 21 November 2023 starting at 1000hrs

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

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

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

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

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

Geographical Site Layout

Head Office: Latitude: -32.174557
Longitude: 26.8220646,328



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

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

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

T1.2 Tender Data

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

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

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

Clause number	Tender Data
A.1.1	The employer is Eastern Cape Development Cooperation (ECDC)
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2 : Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p>C1.4 - Adjudicator's contract</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>

A.1.4	<p>During Tender stage all communication shall be through the Procurement Department for attention:</p> <p>Name: Ms N Norexe, Address: ECDC Head Office at ECDC House Ocean Terrace Park Moore Street Quigney, East London</p> <p>Tel: 043 704 5600 E-mail: tenderes@ecdc.co.za cc nnorexe@ecdc.co.za</p>
A.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with CIDB Regulations are eligible to have their tenders evaluated</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the GB (General Building) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
A.2.1	<p>Not Applicable for this Bid</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a or*. class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:**
A.2.2	<p>Not Applicable for this Bid</p> <p>The employer will compensate the tender as follows</p>
A.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Paragraph Below is Not Applicable. Bidder to refer to Tender Notice</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>

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

A.2.13.5 A.2.15.1	<p>Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) Location of tender box:</p> <p>Bid Reference Number: ECDC/INFRA/20/102023</p> <p>Project Name: UPGRADE AND RENOVATION OF ECDC OFFICE–QUEENSTOWN TOWN</p> <p>Delivered at Physical Address: ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,</p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender</p> <p>It is the Bidders responsibility to ensure that all the documents are received on time.</p> <p>The bid box is open on weekdays between 08h00 and 16h30</p>
A.2.13.6 A.3.5	<p>Not Applicable for this Bid</p> <p>A two-envelope procedure is required.</p>
A.2.13.9	<p>Telephonic, email, telegraphic, telex, email, or facsimile tender offers will not be accepted.</p>
A.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
A.2.16	<p>The tender offer validity period is 120 days.</p>
A.2.18	<p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p> <p>Tenders to submit the associated names being part of the returnable documents failure to submit</p>
A.2.19	<p>Access shall be provided for the following inspections, tests and analysis:</p> <p>The site is available for viewing the location of the works.</p>
A.2.20	<p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document</p>
A.2.22	<p>Not Applicable for this Bid</p> <p>Return all retained tender documents within 28 days after the expiry of the validity period</p>

A.2.23	<p>The tenderer is required to submit with his tender:</p> <p>1) Tax Compliance Bidders must ensure compliance with their tax obligations.</p> <p>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</p> <p>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified</p>
A.3.1.1	The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.
A.3.4	<p>Opening of the Bids</p> <p>Tenders will be opened immediately after the closing time for tenders at 12h00 hrs</p> <p>There will be NO PUBLIC OPENING of the Bids received; however, the list of bids received may be published on the ECDC website and will be sent to the Bidders that have submitted bids via email.</p> <p>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluation have been complete. Any subsequent discussions shall be at the discretion of ECDC.</p>
A.3.11.1	The financial offer will be reduced to a comparative basis.
A.3.11.2	<p>Not Applicable for this Bid</p> <p>The procedure for the evaluation of responsive tenders is Method 1</p>

A.3.11.3 Evaluation Criteria

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

The procedure for evaluation of tenders is as follows:

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

A.3.11.3 The evaluation criteria and maximum score in respect of each of the criteria are as follows: (Details on Functionality Evaluation are on T2.1)

Functionality Criteria	Maximum number of points
Completed Similar Projects in building and refurbishment projects	30
Experience and Qualifications of the Key Personnel	30
Submission of proposed methodology and construction program	10
Bank Rating/Letter from Financial Institution	10
Maximum possible score for functionality (M_s)	80

Functionality shall be scored by not less than three evaluators in accordance with the Functionality Criteria Evaluation below

The minimum percentage to be achieved for functionality is **60%**

A.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is Tax Compliant <ul style="list-style-type: none"> ✓ tenderers must ensure compliance with their tax obligations. ✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. ✓ the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts. f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. g) the tenderer can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract. h) the tenderer has the legal capacity to enter into the contract; i) the tenderer is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; j) the tenderer complies with the legal requirements, if any, stated in the tender data; and
A.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is one (1).</p>

Part T2 : Returnable documents

T2.1 - List of returnable documents

T2.2 - Returnable schedules

T2.1 - List of returnable documents

1. Evaluation Criteria

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

The procedure for evaluation of tenders is as follows:

Stage 1	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.
	Involves an evaluation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points. Service provider to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: Summary Schedule (Annex C)
	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 2	
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. 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

1.	<p>Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidders status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award.</p> <p>ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid they will not be considered for evaluation.</p> <p><u>Directors in the Service of State</u></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> a. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA") b. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee <p>ECDC reserves the right to verify such information from their AO/AA</p>	Yes	Yes
	<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"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the GB (General Building) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>ECDC will verify whether the Bidders have an active and valid CIDB registration as required above</p>	Yes (Evaluation Stage)	Yes 3 GB or higher
4.	Annexure C – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
5.	Annexure L.– C.1.1 Form of Offer and Acceptance Offer; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
6.	Annexure E - (SBD 4): Declaration of interest (bidder); (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
7.	Annexure H: Compulsory Declaration (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	No	Yes
8.	Annexure I: Preference Point Claim in terms of the Preferential Procurement Regulations 2022 Signed and completed). Note Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality. 51% ownership of youth and women in the company/enterprise will be verified on the CSD report and points will be allocated accordingly.	No	Yes

9.	ANNEXURE K (which includes annex C) : Declaration of Local Content (SBD 6.2) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
12.	Annex C – Local Content Declaration (Summary Schedule) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
13.	<p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	No
14.	<p>Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted).</p>	Yes	Yes
15.	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
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. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder. 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.	No	No

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

Bidders shall take note of the following conditions:

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

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

Ms N.Norexe@ecdc.co.za

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

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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) make provision for the promotion of local production and content.

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

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a 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%

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

EXPERIENCE (Read with Schedule T.2.2.2(a) requirements)	Allocated Points
<p>Reference letter for building/refurbishments/maintenance projects completed as stipulated below: (Bidder to submit a reference letter for each project completed of similar nature and CIDB grading .)</p> <p>5 or more reference letters 30</p> <p>4 or less than 5 reference letters 20</p> <p>3 or less than 4 reference letters 15</p> <p>2 or less than 3 reference letters 10</p> <p>Less than 2 reference letters 0</p>	
<p><u>Document to be submitted for points allocation.</u></p> <p>The Bidder must demonstrate that they have the relevant experience in general building works submitting completed T.2.2.2 (a) reference forms or reference letters and/or completion certificates of completed general building works (Read with Schedule T.2.2.2(a) requirements)</p> <p>Reference letter/ Completion Certificate should indicate the following.</p> <ul style="list-style-type: none"> • Signature of the client • Client's Letter head or Client Stamp • Company name, contact person, contact details (telephone number and email address) • Value of the project • Works carried out • Works have been completed on time /within the stipulated contract period • Good or better quality of workmanship • Assessment of the quality of work performed 	

EXPERTISE (CV's and Qualifications of other Key Personnel to be included in Returnables)	
<p>Construction Manager – (Must have a National Certificate in Built Environment)</p> <p>10 years or more experience on general building contracts 15</p> <p>5 years but less than 10 years' experience on general building contracts 10</p> <p>3 years but less than 5 years on general building contracts 5</p> <p>Less than 3 years' experience on general building contracts 0</p> <p>Construction Supervisor (Must have a National Certificate in Built Environment)</p> <p>10 years or more experience on general building projects 10</p> <p>5 years but less than 10 years' experience on general building projects 5</p> <p>3 years but less than 5 years on general building projects 3</p> <p>Less than 3 years' experience on general building projects 0</p> <p>Health and Safety Officer (Registered with SACPCMP)</p> <p>10 years or more experience as a Health and Safety Officer in construction 5</p> <p>5 years but less than 10 years' experience as a Health and Safety Rep in construction 3</p> <p>3 years but less than 5 years as a Health and Safety Rep in construction 2</p> <p>Less than 3 years' experience as a Health and Safety Rep in construction 0</p>	
<p>METHODOLOGY & CONSTRUCTION PROGRAM</p> <p>Bidder needs to submit both methodology and construction program to claim full points Project specific detailed methodology covering all construction aspects and realistic program with critical path and dependencies defined. – 10</p> <p>Generic methodology and/or program not related to the project or bidder submits only methodology with no program or vice versa. (Also note that you will adjust the points as approved at BSC. 0</p> <p>Note: (to get points here, bidder must submit both required documents)</p>	
<p>BANK RATING/LETTER OF INTENT FROM FINANCIAL INSTITUTION</p> <p>Submission of a letter of intent from a financial institution or Bank Rating of Code B or Code A 10</p> <p>Submission of a Bank Rating of Code C or Code D 5</p> <p>No letter or Bank Rating submitted from a financial institution. 0</p>	
<p>TOTAL MAXIMUM ACHIEVEABLE POINTS</p> <p>MINIMUM POINTS REQUIRED</p>	<p>80</p> <p>48</p>

1.3. STAGE 2 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **60%** for functionality (services) to be evaluated for stage 2 (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

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 2).
- 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.

1.4. Stage 3 – Preference Procurement Point - Evaluation Criteria

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

CRITERIA	POINTS
Price	80
Specific goal	20
TOTAL POINTS	100

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

g) Points scored will be rounded off to the nearest 2 decimal places.

h) Price

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

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

Annex A

Standard Conditions of Tender

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

A.1 General

A.1.1 Actions

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

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

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

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

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

A.1.2 Tender Documents

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

A.1.3 Interpretation

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

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

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

a) conflict of interest means any situation in which:

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

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

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

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

A.1.4 Communication and employer's agent

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

A.1.5 Cancellation and Re-Invitation of Tenders

A.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

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

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

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

A.1.6 Procurement

procedures A.1.6.1

General

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

A.1.6.2 Competitive negotiation procedure

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

A.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of A.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

A.2 Tenderer's obligations

A.2.1 Eligibility

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

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

A.2.2 Cost of tendering

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

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

A.2.3 Check documents

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

A.2.4 Confidentiality and copyright of documents

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

A.2.5 Reference documents

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

A.2.6 Acknowledge addenda

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

A.2.7 Clarification meeting

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

A.2.8 Seek clarification

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

A.2.9 Insurance

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

A.2.10 Pricing the tender offer

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

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

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

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

A.2.11 Alterations to documents

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

A.2.12 Alternative tender offers

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

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

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

A.2.13 Submitting a tender offer

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

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

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

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

A.2.13.5 Seal the original and soft copy of the tender offer as one package. The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

A.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

A.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

A.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

A.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

A.2.15 Closing time

A.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

A.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

A.2.16 Tender offer validity

A.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

A.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

A.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

A.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

A.2.17 Clarification of tender offer after submission

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

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

A.2.18 Provide other material

A.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

A.2.19 Inspections, tests and analysis

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

A.2.20 Submit securities, bonds and policies

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

A.2.21 Check final draft

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

A.2.22 Return of other tender documents

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

A.2.23 Certificates

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

A.3 The employer's undertakings

A.3.1 Respond to requests from the tenderer

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

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

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

A.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

A.3.3 Return late tender offers

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

A.3.4 Opening of tender submissions N/A

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

A.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points ECDC specific goal and time for completion for the main tender offer only.

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

upon request.

A.3.5 Two-envelope system

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.
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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, **5 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 2018).

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

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

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

1.13 Supplier Due Diligence

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

1.14 Disclaimer

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

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

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

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

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

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

1.15 Contact and Communication

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

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

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

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

Details	Bidding Procedure
Department	Procurement Department

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

ETHICS & FRAUD HOTLINE REPORTING CHANNELS



HOTLINE DETAILS Ethics & Fraud Hotline

HOTLINE DETAILS	
Hotline Name:	ECDC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	ecdc@behonest.co.za aidc@behonest.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: pg44

T2.2.2 – Functionality Evaluation Schedules

ANNEXURE C: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE

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

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

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

Central Supplier Database Number	MAAA		
CIDB Registration Number			
B-BBEE STATUS VERIFICATION			
Very Important: (Attach B-BBBEE Status Verification from Accredited Service Provider or B-BBBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)			
Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
Is the Entity a resident of the Republic of South Africa (RSA)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have any source of income in the RSA		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register			
<u>VERY IMPORTANT</u> Where a person within the Bidding Entity is an Employee of the State, Bidder should <ol style="list-style-type: none"> submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA") submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee ECDC reserves the right to verify such information from their AO/AA			

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

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

.....
 (NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure D: Location

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

Annexure G: 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

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

2.2. 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:

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

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.

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	
---	--	-------------	--

ANNEXURE H: 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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$
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:

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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.

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		10		
Eastern Cape Based Supplier		05		
51 % and above woman owned enterprises.		03		
51 % and above youth owned enterprises		02		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

3.4. Company registration number:

3.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....
.....

ANNEXURE K: 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, 2022 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 Preferential Procurement Regulations, 2022 make provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced/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 B-BBEE.
- 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
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, 2017 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

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

Templates of Declarations C, D and E follow:

SATS

Annex

IC1
IC2
IC3
IC4
IC5
IC6
IC7

Tender
Tender
Designated
Tender
Tendering Entity
Tender Exchange
Specified local content

Pul E GB |

Note VAT to be excluded from calculation

Calculation of local

Tender no'	List of	Tender - (excl	Exempte importe valu	Tende valu net exempte importe conten	Importe valu	Local	Loca content (per
IC8	IC9	IC10	IC11	IC12	IC13	IC14	IC15

Tender

Tende Qt	Total valu	Total imported	Total conten
IC16	IC17	IC18	IC19

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(D1)	Tender No.					Note: VAT to be excluded from
(D2)	Tender description:					a calculations
(D3)	Designated Products:					
(D4)	Tender Authority:					
(D5)	Tendering Entity name:					
(D6)	Tender Exchange Rate:	Pula		EU		GBP

[illegible]

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

[illegible][illegible][illegible]

Summary	
Quantity imported	Total imported value
(D43)	(D44)

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments
Local value of payments
(D51)

Signature of tenderer from Annex B

Date: _____

Annex E

Methodology and Construction Program

SATS 1286.2011

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

Local Content Declaration - Supporting Schedule to Annex C

[illegible]

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

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

2. GENERAL

2.1. Introduction

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

The guideline consists of two parts, namely:

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

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

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

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

NOTE:

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

2.2. What is local content?

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

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

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

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

2.3.1. Imported Content

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

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

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

2.3.1.1 Imported directly by the tenderer:

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

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

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

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

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

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

2.3.1.3. Exempt Imported Content:

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

2.3.2. Local Content

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

3. ANNEXURE C

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

Summary Schedule

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

C1. Tender Number

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

C2. Tender description

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

C3. Designated products

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

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

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

C6. Tender Exchange Rate

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

C7. Specified local content %

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

C8. Tender item number

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

C9. List of items

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

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

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

C12. Tender value net of exempted imported content

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

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

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

C15. Local content percentage (per item)

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

Tender Summary

C16. Tender quantity

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

C17. Total tender value

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

C18. Total exempted imported content

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

C19. Total imported content

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

C20. Total tender value

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

C21. Total exempted imported content

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

C22. Total tender value net of exempted imported content

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

C23. Total imported content

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

C24. Total local content

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

C25. Average local content percentage of tender

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

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

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

D1. Tender number

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

D2. Tender description

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

D3. Designated products

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

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

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

D6. Tender exchange rate

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

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

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

D8. Description of imported content

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

D9. Local supplier

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

D10. Overseas supplier

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

D11. Imported value as per commercial invoice

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

D12. Tender exchange rate

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

D13. Local value of imports

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

D14. Freight costs to port of entry

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

D15. All locally incurred landing costs and duties

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

D16. Total landed costs excluding VAT

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

D17. Tender quantity

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

D18. Exempted imported value

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

D19. Total exempted imported value

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

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

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

D21. Description of imported content:

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

D22. Unit of measure

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

D23. Overseas supplier

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

D24. Imported value as per commercial invoice

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

D25. Tender rate of exchange

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

D26. Local value of imports

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

D27. Freight costs to port of entry

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

D28. All locally incurred landing costs and duties

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

D29. Total landed costs excluding VAT

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

D30. Tender quantity

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

D31. Total imported value

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

D32. Total imported value by tenderer

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

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

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

D34. Unit of measure

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

D35. Local supplier

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

D36. Overseas supplier

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

D37. Imported value as per commercial invoice

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

D38. Tender rate of exchange

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

D39. Local value of imports

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

D40. Freight costs to port of entry

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

D41. All locally incurred landing costs and duties

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

D42. Total landed costs excluding VAT

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

D43. Quantity imported

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

D44. Total imported value

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

D45. Total imported value by third party

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

Table D. Other Foreign Currency Payments

D46. Type of payment

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

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

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

D50. Tender rate of exchange

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

D51. Local value of payments

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

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

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

D53. Total of imported content and foreign currency payment

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

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

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

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

E2. Tender description

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

E3. Designated products

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

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

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

Local Goods, Services and Works**E6. Description of items purchased**

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

E7. Local supplier

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

E8. Value

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

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

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

E10. Manpower costs:

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

E11. Factory overheads:

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

E12. Administration overheads and mark-up:

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

E13. Total local content:

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

T2.2 .2- Functionality Evaluation Schedules

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

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

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

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:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

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:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

Sir/Madam,

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

Tenderers Company Name

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

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

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

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

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

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No 3



Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

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:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

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:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

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 Method Statement

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

Work Organization Program and Scheduling

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

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

Work organization program and scheduling to be attached here

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

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

Attach document here

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

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

Attach document here

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

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

Attach document here

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

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

Attach document here

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

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

Attach document here

T2.2.2 h – Company Experience

(1) Practical Completion Certificate (completed projects)

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

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 not be awarded points

Attach document here

T2.2.2 i – Contactable References

Project title:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

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:	UPGRADE AND RENOVATION OF ECDC HEAD OFFICE IN QUEENSTOWN
Bid No:	ECDC/INFRA/20/102023

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 L:

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: UPGRADE AND RENOVATION OF ECDC OFFICE COMPLEX IN QUEENSTOWN

Bid No : ECDC/INFRA/20/102023

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

R (in figures)

.....

.....

.....

Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

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

ACCEPTANCE

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

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

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

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

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

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

Signed for the ECDC:

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

Witnessed by:

Name of witness	Signature	Date

Schedule of deviations

Notes:

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

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	

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

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

Signed for the ECDC

Name of Representative	Capacity	Signature

Signed by Bidder:

Name of Representative	Capacity	Signature

C1.2 - Contract data

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

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

The JBCC Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA			
Clause	Data		
27.1	The Latent Defects Liability Period is: Ten (10) years commencing at the start of the construction period and ending 10 years from the date of final completion.		
24.0	The time for achieving Practical Completion for this project is: six (6) calendar months from the Commencement Date. The construction period excludes the period that will be taken for acquiring the construction work permit. (Contractor to communicate this with the Client)		
1.0	The name of the Employer is: Eastern Cape Development Corporation		
1.0	The name of the Employer's Agent is: Sky High Consulting Engineers		
1.0	<p>The address of the Employer for receipt of communications is:</p> <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

	<p>The following additional clause applies:-</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of preference shall be as follows:</p> <ol style="list-style-type: none">1. Project Specifications2. Special Conditions of Contract3. General Conditions of Contract4. Conditions of Tender5. Standardized/Particular Specifications6. Contract Drawings (No drawings available)7. Schedule of Quantities
	<p>The following additional clause applies:-</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <p>An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</p> <p>The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</p> <p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p>
	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the Contract:</p> <ul style="list-style-type: none">• Nomination of Employer's Agent's Representative• Employer's Agent's authority to delegate• Non-working times• Suspension of the Works• Acceleration instead of extension of time
	<p>The following additional clause applies:-</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>

	<p>The following additional clause applies:-</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p>
	<p>All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>
	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan • Methodology on how to proceed with work while flats have tenants • Initial programme • Security • Insurance • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
	<p>The time to submit the documentation required before commencement of the Works is:</p> <p>14 calendar days</p>
	<p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p>
	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
	<p>The non-working days are: Saturdays and Sundays. The special non-working days are:</p>

	<p>(1) All gazetted public holidays falling outside the year end break.</p> <p>(2) The year end break commencing on 15 December 2023 and ending on 14 January 2024 both days included.</p>
	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out above.</p>
	<p>The penalty for failing to complete the Works is: 5.75c / R100 of contract value (excl. VAT) per calendar day</p>
	<p>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).</p>
	<p>The percentage allowances to cover overhead charges for day work are as follows:</p> <ul style="list-style-type: none"> • 15% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.</p>
	<p>The following additional clause shall apply:</p> <p>Should the necessity arise the Contractor will have to provide a Bank approved guarantee as a payment guarantee for the sum of materials off site, on proof of order of such materials</p>
	<p>The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.</p>
	<p>The following additional clause shall apply: The Works are measured in accordance with the current Standard System of in Measuring Building Works South Africa, No claims arising from the method of measurement will be entertained.</p>
	<p>Contract Price Adjustment: Is applicable</p> <p>The value of all certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of $x = 0.15$</p> <p>The value of coefficients are: $a = 0.30$</p>

	<p>b = 0.30</p> <p>c = 0.35</p> <p>d = 0.05</p> <p>The province wherein the larger part of the Site is located is the Eastern Cape.</p> <p>The area for the Producer Price Index for fuel is Inland.</p> <p>The base month is the month prior to tender closing.</p>
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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> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (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. <p>2 Terms of work</p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>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.</p>

The additional Conditions of Contract are:

	<p>3 Normal hours of work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work—</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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.</p> <p>4 Meal breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>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.</p>
	<p>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.</p> <p>5 Special conditions for security guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>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.</p> <p>6 Daily rest period</p> <p>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.</p> <p>7 Weekly rest period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p>
	<p>8 Work on Sundays and public holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily task rate, if the worker works for less than four hours; (b) Double the worker's daily task rate, if the worker works for more than four hours. <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

The additional Conditions of Contract are:

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 –
- (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

The additional Conditions of Contract are:

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.

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;

The additional Conditions of Contract are:

(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.

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;

The additional Conditions of Contract are:

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 Building Agreement (Edition 6.2 Sept 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"><thead><tr><th>Type of Security</th><th>Contractor's Choice Indicate "Yes" or "No"</th></tr></thead><tbody><tr><td>The security to be provided by the Contractor shall be one of the following:</td><td></td></tr><tr><td>1. Variable construction guarantee</td><td></td></tr><tr><td>2. Fixed construction guarantee</td><td></td></tr><tr><td>3. Advanced payment guarantee</td><td></td></tr><tr><td>4. 10% Security Adjustment (Retention)</td><td></td></tr></tbody></table>	Type of Security	Contractor's Choice Indicate "Yes" or "No"	The security to be provided by the Contractor shall be one of the following:		1. Variable construction guarantee		2. Fixed construction guarantee		3. Advanced payment guarantee		4. 10% Security Adjustment (Retention)	
Type of Security	Contractor's Choice Indicate "Yes" or "No"												
The security to be provided by the Contractor shall be one of the following:													
1. Variable construction guarantee													
2. Fixed construction guarantee													
3. Advanced payment guarantee													
4. 10% Security Adjustment (Retention)													

C1.3 – Form of Guarantee

C1.3 CONSTRUCTION GUARANTEE GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

..

.....

..

Guarantor's signatory 1 Capacity.....

..

Guarantor's signatory 1 Capacity.....

..

Employer means The Eastern Cape Development Cooperation

Contractor means

..

Agent means

..

Works means

Site means

..

Agreement means the JBCC Series 2018 Principal Building Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT Amount in figures R

Amount in words

(Rand)

Guaranteed Sum means the maximum aggregate amount of R Amount in words

(Rand)

The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee

The Guarantor hereby acknowledges that:

Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

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

Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

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

A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

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

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

This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired

This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.

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

Signed at. Date

Guarantor's Guarantor's

Signatory 1 Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

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**

PROVISIONAL BILLS OF QUANTITIES
FOR
RENOVATION AND UPGRADE OF ECDC OFFICE QUEENSTOWN
FOR
Eastern Cape Development Corporation

ARCHITECTS

Timocraft Consulting
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Principal Agent

SKY High Consulting Engineers
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e Mail: cladioun@shconsulting.co.za

QUANTITY SURVEYORS

BNLS QUANTITY SURVEYORS
Quantity Surveyor
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Mbuqe Ext Mthatha

Tel. 0662004509
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Amount

BILL NO. 1
PRELIMINARIES

PRELIMINARIES

Disclaimer

While the **ASAQS** aims to ensure that its publications represent best practice, the **ASAQS** does not accept or assume any liability or responsibility for any events or consequences which derive from the use of the Preliminaries Master Bill. Such Master Bill is not exhaustive and is therefore only intended to provide general guidance to those who wish to make use of it. This publication is provided 'as is' without warranty of any kind, either expressed or implied including but without limitation to warranties of merchantability, fitness for a particular purpose and non-infringement

User note:

Delete the above **Disclaimer** when preparing this Bill No 1 for tender or contract purposes. Hereinafter edit all text, etc but even more specifically text within ?...? to ensure that such text applies to the specific project or contract

BUILDING AGREEMENT AND PRELIMINARIES

The **JBCC** Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

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

The **Preliminaries Revision 1 (February 2016)** published by the Association of South African Quantity Surveyors for use with the **JBCC** Principal Building Agreement shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described

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

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

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

USER NOTE

A provision/clause in Edition 6.1 of the JBCC Principal Building Agreement may have unintended consequences. The following is relevant:

Within the contract data document there is space to insert changes made to the JBCC documentation. Quantity surveyors have generally up to now merely inserted in this space "Refer to Bill No. 1".

Below the abovementioned space the following note has been inserted:

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'Note : The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect'

Should quantity surveyors wish to adhere to the system of inserting amendments, modifications, corrections or supplements to the JBCC documentation under the listed clause headings in Bill No. 1 (Preliminaries) then it is suggested that the following clause be inserted in the space provided in the contract data where changes made to the JBCC documentation are to be recorded:

'It is specifically agreed that the note below calling for amendments to the standard JBCC Agreement to be listed in the space provided in the contract data or recorded in 'the single referenced Annexure' shall not apply . 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 in Bill No 1 (Preliminaries) and such amendments, modifications, corrections or supplements shall take precedence notwithstanding the note below and notwithstanding the provisions of clause 5.6 of the JBCC Principal Building Agreement'

Not doing as suggested above when adhering to the system generally used by quantity surveyors up to now may result in any amendments within Bill No. 1 (Preliminaries) being considered null and void, which could then lead to major claims

The following paragraph should in addition be inserted

? 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 ?

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1 - A7)

1 Clause 1.0 - Definitions and interpretation

Definition of agreement

The definition of **agreement** is replaced with the following definition :

'AGREEMENT : The **JBCC** Principal Building Agreement, the completed **JBCC PBA** contract data, the **contract drawings**, the **priced documents** and any other documents reduced to writing and signed by the **parties**'

Pricing of bills of quantities

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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, 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 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**

Errata by JBCC

Omit from definition of **construction period** the words : 'excluding annual holiday periods' Omit from definition of **preliminaries** the word : 'priced'

- 2 Clause 2.0 - Law, regulations and notice

Health and safety

Item

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<p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]</p>		Item	
3 Clause 3.0 - Offer and acceptance		Item	
4 Clause 4.0 - Assignment and cession		Item	
5 Clause 5.0 - Contract documents			
Value Added Tax			
Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)			
The contract drawings are to be listed in the contract data. If insufficient space is available for such listing or for any other reason then reference should be made in the contract data as to where the contract drawings are listed. One of the following clauses may be used			
On this contract drawings are applicable			
Contract drawings			
The contract drawings are as listed on the contents page of the bills of quantities [5.1] ?		Item	
6 Clause 6.0 - Employer's agents			
Delegated authority			
The authority of the principal agent to issue contract instructions and perform duties for specific aspects of the works is delegated to agents as follows [7.2]: ?			
5.2.10 Making good physical loss and repairing damage to the works [8.0]			
5.2.11 Rectification of defects [21.2]			
5.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion			
5.2.13 Expenditure of budgetary allowances , prime cost amounts and provisional sums			
5.2.14 Appointment of a subcontractor [14.0; 15.0]			
5.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]			
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5.2.16 Work by (a) direct contractor (s) [17.0]

5.2.17 Access by other or previous contractors to remedy defective work

5.2.18 Removal from the site of any person employed on the works

5.2.19 Removal from the site of any person not engaged on or connected with the works

5.2.20 On termination, protection of the works , removal of construction equipment and surplus materials and goods [29.0]

?7. Wet Services engineer

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

7.1 Duties : The electrical engineer is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

7.2 Contract instructions [17.0] :

7.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this **agreement**

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

7.2.3 The **site** [13.2.4]

7.2.4 Compliance with the law , regulations and bylaws [2.1]

7.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works

7.2.6 Opening up of work for inspection, removal or re-execution

7.2.7 Removal or re-execution of work

7.2.8 Removal or substitution of any materials and goods

7.2.9 Protection of the works

7.2.10 Making good physical loss and repairing damage to the works [8.0]

7.2.11 Rectification of **defects** [21.2]

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

7.2.13 Expenditure of budgetary allowances , prime cost amounts and provisional sums

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

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<p>7.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]</p> <p>7.2.16 Work by (a) direct contractor (s) [17.0]</p> <p>7.2.17 Access by other or previous contractors to remedy defective work</p> <p>7.2.18 Removal from the site of any person employed on the works</p> <p>7.2.19 Removal from the site of any person not engaged on or connected with the works</p> <p>7.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]</p> <p>?8. Health and safety consultant</p> <p>User note</p> <p>Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent</p> <p>Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA</p> <p>8.1 Duties : The health and safety consultant is responsible for all aspects of health and safety of the works.</p> <p>Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions</p> <p>8.1.1 Act as the employer's agent in terms of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993</p> <p>8.1.2 Prepare and update the health and safety specification for the works</p> <p>8.1.3 Agree with the contractor the health and safety plan for the works</p> <p>8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations</p> <p>8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to</p> <p>User Note</p> <p>Add delegated authority as may be required for other relevant consultants not listed hereinafter</p> <p>? 1. Architect</p> <p>User Note</p> <p>Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent</p> <p>Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA</p> <p>1.1 Duties : The architect is responsible for the architectural design, functional design and quality inspection of the works</p> <p>1.2 Contract instructions [17.0] :</p>	Item
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- 1.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement
- 1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works
- 1.2.3 The site [13.2.4]
- 1.2.4 Compliance with the law , regulations and bylaws [2.1]
- 1.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works
- 1.2.6 Opening up of work for inspection, removal or re-execution
- 1.2.7 Removal or re-execution of work
- 1.2.8 Removal or substitution of any **materials and goods**
- 1.2.9 Protection of the works
- 1.2.10 Making good physical loss and repairing damage to the works [8.0]
- 1.2.11 Rectification of **defects** [21.2]
- 1.2.12 A list for **practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or **defective** work to be rectified to achieve **final completion**
- 1.2.13 Expenditure of budgetary allowances , prime cost amounts and provisional sums
- 1.2.14 Appointment of a subcontractor [14.0; 15.0]
- 1.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]
- 1.2.16 Work by (a) direct contractor (s) [17.0]
- 1.2.17 Access by other or previous contractors to remedy defective work
- 1.2.18 Removal from the site of any person employed on the works
- 1.2.19 Removal from the site of any person not engaged on or connected with the works
- 1.2.20 On termination, protection of the works , removal of construction equipment and surplus materials and goods [29.0]

? 2. Quantity surveyor

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the **principal agent**

Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

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

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2.2 Contract instructions [17.0] :

2.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement

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

2.2.3 The site [13.2.4]

2.2.4 Compliance with the law , regulations and bylaws [2.1]

2.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works

2.2.6 Opening up of work for inspection, removal or re-execution

2.2.7 Removal or re-execution of work

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

2.2.9 Protection of the works

2.2.10 Making good physical loss and repairing damage to the works [8.0]

2.2.11 Rectification of **defects** [21.2]

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

2.2.13 Expenditure of budgetary allowances , prime cost amounts and provisional sums

2.2.14 Appointment of a subcontractor [14.0; 15.0]

2.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]

2.2.16 Work by (a) direct contractor (s) [17.0]

2.2.17 Access by other or previous contractors to remedy defective work

2.2.18 Removal from the site of any person employed on the works

2.2.19 Removal from the site of any person not engaged on or connected with the works

2.2.20 On termination, protection of the works , removal of construction equipment and surplus materials and goods [29.0]

3. Civil and structural engineer

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

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3.1 Duties : The civil and structural engineer is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works

3.2 Contract instructions [17.0] :

3.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement

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

3.2.3 The site [13.2.4]

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

3.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works

3.2.6 Opening up of work for inspection, removal or re-execution

3.2.7 Removal or re-execution of work

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

3.2.9 Protection of the works

3.2.10 Making good physical loss and repairing damage to the works [8.0]

3.2.11 Rectification of defects [21.2]

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

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

3.2.14 Appointment of a subcontractor [14.0; 15.0]

3.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]

3.2.16 Work by (a) direct contractor (s) [17.0]

3.2.17 Access by other or previous contractors to remedy defective work

3.2.18 Removal from the site of any person employed on the works

3.2.19 Removal from the site of any person not engaged on or connected with the works

3.2.20 On termination, protection of the works , removal of construction equipment and surplus materials and goods [29.0]

24. Mechanical engineer

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent

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Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA

4.1 Duties : The mechanical engineer is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works

4.2 Contract instructions [17.0] :

4.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement

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

4.2.3 The site [13.2.4]

4.2.4 Compliance with the law , regulations and bylaws [2.1]

4.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works

4.2.6 Opening up of work for inspection, removal or re-execution

4.2.7 Removal or re-execution of work

4.2.8 Removal or substitution of any materials and goods

4.2.9 Protection of the works

4.2.10 Making good physical loss and repairing damage to the works [8.0]

4.2.11 Rectification of **defects** [21.2]

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

4.2.13 Expenditure of budgetary allowances , prime cost amounts and provisional sums

4.2.14 Appointment of a subcontractor [14.0; 15.0]

4.2.15 Termination of a nominated n/s subcontract agreement [27.2.8]

4.2.16 Work by (a) direct contractor (s) [17.0]

4.2.17 Access by other or previous contractors to remedy defective work

4.2.18 Removal from the site of any person employed on the works

4.2.19 Removal from the site of any person not engaged on or connected with the works

4.2.20 On termination, protection of the works , removal of construction equipment and surplus materials and goods [29.0]

?5. Electrical engineer

User note

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		Amount
<p>Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent</p> <p>Note that the contract instructions hereinafter are those listed in clause 17.0 of the JBCC PBA</p> <p>5.1 Duties : The electrical engineer is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works</p> <p>5.2 Contract instructions [17.0] :</p> <p>5.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement</p> <p>5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>5.2.3 The site [13.2.4]</p> <p>5.2.4 Compliance with the law , regulations and bylaws [2.1]</p> <p>5.2.5 Provision and testing of samples of materials and goods , of finishes and assemblies of elements of the works</p> <p>5.2.6 Opening up of work for inspection, removal or re-execution</p> <p>5.2.7 Removal or re-execution of work</p> <p>5.2.8 Removal or substitution of any materials and goods</p> <p>5.2.9 Protection of the works</p>		
7	<p>Clause 7.0 - Design responsibility</p> <p><u>Insurance and security (A8 - A11)</u></p>	Item
8	Clause 8.0 - Works risk	Item
9	Clause 9.0 - Indemnities	Item
10	Clause 10.0 - Insurances	Item
11	<p>Clause 11.0 - Security</p> <p>User note</p> <p>If it is deemed advisable, the EXTENT of any security for payment may be stated as follows:</p> <p>?Security for payment</p> <p>The employer shall provide to the contractor security for payment in the amount of ? Rand (R) ? [11.4.1, 11.10] ?</p> <p>User note</p> <p>Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:</p> <p>? Extension of waiver of lien</p>	
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12	<p>The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10] ?</p> <p>Errata by JBCC</p> <p>Clause 11.5</p> <p>Replace "ten (10)" with "five (5)"</p> <p>Execution (A12 - A17)</p> <p>Clause 12.0 - Duties of the parties</p> <p>Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18</p> <p>Refer to the contract data, the Preliminaries document and "Section B : Preliminaries" of this Bill No. 1 with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the JBCC Principal Building Agreement</p> <p>? Office accommodation</p> <p>The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18] ?</p> <p>? Notice board</p> <p>The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor, and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18] ?</p> <p>User note</p> <p>Clause 12.1.5 requires the employer to identify access to water, sewer, stormwater and/or electricity connections to the site.</p> <p>Should such information be available then it is to be stated here or in the contract data in detail with a suitable heading in bold.</p> <p>Reference as [12.1.5]. The user should, however, note that clauses 8.1 and 8.2 of the Preliminaries state that the employer</p> <p>does not warrant that any water or electricity supplies that may exist are adequate for the proper execution of the works. Any</p> <p>ambiguity in this respect is to be dealt with</p> <p>Should access to water, sewer, stormwater and/or electricity connections not be identifiable due to such information not being available or the specific requirements of the contractor cannot be determined, then the following clause may be considered in which event a qualified tender may be expected</p> <p>? Access to water, sewer, stormwater and electricity connections</p>	Item
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		Amount
<p>The employer is not in a position to identify access to water, sewer, stormwater and/or electricity connections to the site as may be suitable for the execution of the works. The contractor is to allow what he considers to be required and is to qualify his tender in detail in this regard, failing which it shall be taken that the contractor has allowed what will be required for the execution of the works. In such case no claims for additional cost or loss shall be entertained [12.1.5] ?</p> <p>Statutory and other notices</p> <p>User note</p> <p>Statutory and other notices which the contractor must submit and/or comply with before possession of the site can be given are to be stated here or in the contract data. Reference [12.1.6]</p> <p>If specific information is not available then the user may consider a clause along the following lines</p> <p>? The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard [12.1.6]</p> <p>It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto ?</p> <p>Errata by JBCC</p> <p>Clause 12.2.17 Omit the words "[CD] within ten (10) working days"</p>		
13	Clause 13.0 - Setting out	Item
14	Clause 14.0 - Nominated subcontractors	
<p>Errata by JBCC</p> <p>Clause 14.1.4 Reference should read "[17.1.14]"</p> <p>Clause 14.6 Reference should read "[17.1.15; 27.1.8]"</p> <p>Clause 14.7.2 Reference should read "[27.1.8]"</p> <p>Clause 14.7.3 Reference should read "[27.2.8]"</p>		Item
15	Clause 15.0 - Selected subcontractors	
<p>Errata by JBCC</p> <p>Clause 15.2 Reference should read "[17.1.14]"</p> <p>Clause 15.7.2 Reference should read "[27.1.8]"</p> <p>Clause 15.7.3 Reference should read "[27.2.8]"</p>		Item
16	Clause 16.0 - Direct contractors	
<p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p>		
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	<p>1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials</p> <p>2. Allow the use of personnel welfare facilities, where provided</p> <p>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</p> <p>4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site [16.1]</p> <p>Errata by JBCC</p> <p>Clause 16.1.3 Reference should read "[26.5]"</p>	
17	<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>Errata by JBCC</p> <p>Clause 17.1.3 Reference should read "[13.2.4]"</p>	Item
18	<p><u>Completion (A18 - A24)</u></p> <p>Clause 18.0 - Interim completion</p>	Item
19	<p>Clause 19.0 - Practical completion</p> <p>User note</p> <p>List with a suitable heading in bold any special requirements for practical completion here. Reference as [19.3.1]</p>	Item
20	<p>Clause 20.0 - Sectional completion</p> <p>User note</p> <p>If sectional completion is applicable, then a clause with a suitable heading in bold should be inserted, or drawing(s) annexed, to define the various sections. Reference as [20.1]</p> <p>Errata by JBCC</p> <p>Clause 20.2.2 Reference should read "[21.6.2]"</p>	Item
21	<p>Clause 21.0 - Defects liability period and final completion</p> <p>Errata by JBCC</p> <p>Clause 21.1 Delete the word "final" in the second last line</p> <p>Reference should read "[21.6.1]"</p> <p>Clause 21.9 Reference should read "[21.4 ; 21.6.1]"</p>	Item
22	<p>Clause 22.0 - Latent defects liability period</p>	Item
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23	<p>Clause 23.0 - Revision of date for practical completion</p> <p>Substitution of materials and goods</p> <p>The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2]</p> <p>Errata by JBCC</p> <p>Clause 23.2 Reference should read "[26.7]"</p> <p>Clause 23.2.1 Reference should read "[12.1.7]"</p>	Item
24	<p>Clause 24.0 - Penalty for late or non-completion</p> <p><u>Payment (A25 - A27)</u></p>	Item
25	<p>Clause 25.0 - Payment</p> <p>Materials and goods prematurely on site</p> <p>Materials and goods brought onto the site prematurely shall not be authorised for payment [25.3.2]</p> <p>User note</p> <p>Insert ONE of the following two clauses</p> <p>? Materials and goods stored off site</p> <p>Materials and goods stored off site shall not be authorised for payment [25.3.2] ?</p> <p>? Materials and goods stored off site</p> <p>Materials and goods stored off site shall be authorised for payment subject to a guarantee for advance payment being provided to the employer [25.3.2] ?</p> <p>? Fluctuations in costs</p> <p>All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [25.3.4] ?</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</p> <p>may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p> <p>Errata by JBCC</p> <p>Clause 25.2 The word : "final" in bold in the second line</p> <p>Clause 25.10.3 Reference should read "[25.13 ; 26.10]"</p>	
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26	<p>New clause 25.12.4 Add the words : "Terminate the agreement [29.14.7] where the listed options [25.12.1-3] have failed</p> <p>Clause 26.0 - Adjustment of the contract value and final account</p> <p>User note</p> <p>Insert the following where tenant installations/users requirements may be delayed or omitted</p> <p>? Tenant installations/users requirements delayed</p> <p>There is a possibility that certain works related to tenant installations/users requirements may have to be delayed and may consequently not be executed prior to practical completion</p> <p>The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission</p> <p>Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to</p> <p>proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works ?</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>The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]</p> <p>Errata by JBCC</p> <p>Clause 26.4.2 Omit the entire clause and renumber thereafter</p> <p>New clause 26.4.3 "Other proven or unavoidable costs"</p>	Item
27	<p>Clause 27.0 - Recovery of expense and/or loss</p> <p><u>Suspension and termination (A28 - A29)</u></p>	Item
28	<p>Clause 28.0 - Suspension by the contractor</p> <p>Errata by JBCC</p> <p>New clause 28.1.5 and renumber thereafter "Or where an agent has failed to act in terms of this agreement [6.4] Clause 28.2 Replace the word "defect" with "default" in the first line</p> <p>Errata by JBCC</p>	Item
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29	<p>Clause 29.1.2 Delete the words : "within the period stated [CD]"</p> <p>Clause 29.14.1 Change as follows : "Provide or maintain a guarantee for payment.....[11.4 - 5]"</p> <p>Clause 29.14.2 Reference should read "[12.1.7]"</p> <p>New clause 29.14.8 "Or where an agent has failed to act in terms of this agreement [6.4]"</p>	Item
	Clause 29.0 - Termination	
	<u>Dispute resolution (A30)</u>	
	Clause 30.0 - Dispute resolution	Item
31	<p>Agreement</p> <p>The second sentence of the introduction where the parties sign the agreement, namely "Any provision in this agreement..... acceptance by such subcontractor at any time." is deemed to be deleted</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>	Item
32	<p>Contract data</p> <p>Payment of preliminaries</p> <p>Where Option B is applicable and the initial construction period is extended the monthly charge shall be recalculated on the same basis as was initially applied but taking into account the revised construction period and the amounts already paid to the contractor [CD26.0]</p> <p>Adjustment of preliminaries</p> <p>Where the adjustment of preliminaries is in terms of Option A, the construction period and the initial construction period shall be calculated in working days [CD 26.0]</p> <p>Where the adjustment of preliminaries is in terms of Option A and sectional completion is required, the contractor shall provide the principal agent with the division of the categorised amounts into sections. Should the contractor fail to provide such information within the period stipulated, the categorised amounts shall be prorated to the value of each section [CD 26.0]</p> <p>Where the adjustment of preliminaries is required in terms of Option B and sectional completion is required, the contractor shall provide the principal agent with details of the resources required for each section and those that are common to sections. Should the contractor fail to provide such information within the period stipulated, Option A shall apply [CD 26.0]</p> <p>User note</p> <p>Where removal of lateral support insurance is required and stated as such in the contract data for the employer to insure, it is to be noted that it may appear under "no" for the employer to insure where the contractor is to take out the other insurances. In such a case the following clause is to be inserted</p>	
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<p>Removal of lateral support insurance</p> <p>Whilst it is stated in clause 10.0 of the contract data that the employer will not be responsible for works and other insurances the employer shall nevertheless be responsible for the removal of lateral support insurance in the amount stated ?</p> <p>User note</p> <p>Refer to the user note on page 2 of this Bill No 1 (Preliminaries) and insert the proposed clause in the space provided in the contract data where changes made to the JBCC documentation is to be recorded should the user wish to adhere to the system of inserting amendments, modifications, corrections or supplements to the JBCC documentation under the listed clause headings in this Bill No 1 (Preliminaries)</p> <p>Tenderer's selection</p> <p>Before submission of his tender the contractor is to complete the tenderer's selection in the contract data</p> <p>User note</p> <p>All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor</p> <p>Note 4 on page 10 of the contract data</p> <p>Note 4 on page 10 of the contract data which relates to any benefit or right in favour of any subcontractor shall be deemed to be deleted</p>		
<u>SECTION B: PRELIMINARIES</u>		
<u>Interpretation (B1)</u>		
33	Clause 1.1 - Definitions	Item
34	Clause 1.2 - Interpretation	Item
<u>Documents (B2)</u>		
35	Clause 2.1 - Checking of documents	Item
36	Clause 2.2 - Provisional bills of quantities	
<p>User Note</p> <p>Check 'wet trades' included in the bills of quantities and edit the following clause as may be necessary</p> <p>? Multiple procurement</p> <p>These bills of quantities are in multiple procurement format ie the 'wet trades' - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully?) measured and the subsequent trades are budgetary allowances and/or provisional sums ?</p>		Item
37	Clause 2.3 - Availability of construction information	
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	<p>? Budgetary allowances and provisional sums</p> <p>The budgetary allowances ?and/or provisional sums ? allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period ?</p>	Item	
38	<p>Clause 2.4 - Ordering of materials and goods</p> <p><u>Previous work and adjoining properties (B3)</u></p>	Item	
39	Clause 3.1 - Previous work - dimensional accuracy	Item	
40	Clause 3.2 - Previous work - defects	Item	
41	Clause 3.3 - Inspection of adjoining properties	Item	
	<u>The Site (B4)</u>		
42	Clause 4.1 - Defined works area	Item	
43	Clause 4.2 - Handover of site in stages	Item	
44	Clause 4.3 - Enclosure of the works	Item	
45	Clause 4.4 - Geotechnical investigation	Item	
46	Clause 4.5 - Encroachments	Item	
47	Clause 4.6 - Existing premises occupied	Item	
48	Clause 4.7 - Services - known	Item	
49	Clause 4.8 - Protection of trees and/or relevant natural features	Item	
	<u>Management of Contract (B5)</u>		
50	Clause 5.1 - Management of the works	Item	
51	Clause 5.2 - Progress meetings	Item	
52	Clause 5.3 - Technical meetings	Item	
	<u>Samples, shop drawings and manufacturer's instructions (B6)</u>		
53	Clause 6.1 - Samples of materials	Item	
54	Clause 6.2 - Workmanship samples	Item	
55	Clause 6.3 - Shop drawings	Item	
56	Clause 6.4 - Compliance with manufacturer's instructions	Item	
	<u>Deposits and fees (B7)</u>		
57	Clause 7.1 - Deposits and fees	Item	
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<u>Temporary services (B8)</u>			
58	Clause 8.1 - Water	Item	
59	Clause 8.2 - Electricity	Item	
60	Clause 8.3 - Ablution and welfare facilities	Item	
61	Clause 8.4 - Communication facilities	Item	
<u>Prime cost amounts (B9)</u>			
62	Clause 9.1 - Responsibility for prime cost amounts		
User note			
Where details of materials included in prime cost amounts are NOT readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the contractor to price and shall be re-measured upon completion			
Where details of materials for which prime cost amounts are to be allowed ARE readily available, the quantity surveyor may elect to insert the relevant prime cost amount in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc		Item	
<u>Attendance on subcontractors (B10)</u>			
63	Clause 10.1 - General attendance		
User note			
General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement		Item	
64	Clause 10.2 - Special attendance		
User note			
Insert details after the provisional sums (nominated or selected subcontract amount) for any special attendance where specifically required for each subcontractor separately			
It is important to note that general attendance only requires the contractor to 'permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site' (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of 'special attendance' in the applicable bill		Item	
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<u>General (B11)</u>			
65	Clause 11.1 - Protection of the works	Item	
66	Clause 11.2 - Protection/isolation of existing/sectionally occupied works	Item	
67	Clause 11.3 - Security of the works	Item	
68	Clause 11.5 - Disturbance	Item	
<u>Preliminaries Schedule (B12)</u>			
69	Clause 11.11 - Advertising	Item	
70	Clause 11.10 - Tenant installations by direct contractors	Item	
71	Clause 11.9 - Overhand work	Item	
72	Clause 11.8 - Vermin	Item	
73	Clause 11.7 - Works cleaning and clearing	Item	
74	Clause 11.6 - Environmental disturbance	Item	
75	Clause 11.4 - Notice before covering work	Item	
<u>SECTION C: SPECIFIC PRELIMINARIES</u>			
User note			
Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in the space provided in the contract data or in a single referenced annexure as stipulated in the contract data or, when taking into account the methodology suggested in the user note on page 2 of this Bill No. 1, should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1			
User note : Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances			
<u>Specific Preliminaries</u>			
76	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 doing the work and shall deliver same to the principal agent on the final completion of the contract			
The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so.			
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	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	
77	Overtime Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer	Item	
78	Co-operation 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 final building cost does not exceed the budget	Item	
79	Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense	Item	
80	Propping of floors below 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	Item	
81	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent , flooded with water and kept 'ponde for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing	Item	
82	Green star building certification User note Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification	Item	
83	OCCUPATIONAL HEALTH AND SAFETY ACT		
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84	<p>The contractor shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities/lump sum document.</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, agent, notwithstanding the provisions of clause A3.10 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction</p>	Item	
	Advertising rights		
	<p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in the meeting of his obligations under this agreement</p>	Item	
85	Confidentiality		
	<p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the employer</p>	Item	
86	Media releases		
	<p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer</p> <p>The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media</p>	Item	
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	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 2</u> <u>ALTERATIONS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>View site</u></p> <p>Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for alteration purposes unless otherwise stated</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide , erect and remove when directed , any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Doors, fanlights, windows, fittings, frames, linings, etc which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over a distance of approximately ?km to store and handed over to the employer</p> <p>Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described . Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc</p>				
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Bill No. 2 Alterations				

	Unit	Quantity	Rate	Amount
<p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.)</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p><u>Breaking up and removing unreinforced concrete</u></p> <p>1 Boundary wall mass concrete footing m³ 31</p> <p><u>Breaking down and removing brickwork etc</u></p> <p>2 Half brick walls m² 5</p> <p>3 One brick walls on the boundary wall including removing foundation concrete m² 285</p> <p><u>Taking out and removing doors, windows, etc from brickwork to be demolished</u></p> <p>4 Garage door and frame exceeding 2,5m and not exceeding 5m No. 1</p> <p><u>Taking out and removing sanitary fittings, tanks, geysers, etc, including disconnecting from pipes, traps, etc and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u></p> <p>5 Vitreous china WC pan with flush valve and flush pipe, including unblocking the system and making all necessary connections No. 1</p> <p><u>BUILDING UP OPENINGS</u></p> <p><u>Brickwork in NFP bricks in class II mortar in building up openings</u></p> <p>6 One brick walls m² 20</p> <p><u>PREPARATORY WORK TO EXISTING SURFACES</u></p> <p>7 Raking out joints of existing face brickwork to receive plaster finish m² 10</p> <p>8 Making good defects in existing screeded floors with power float and creating weepholes on the water outlet points m² 30</p> <p>Carried to Collection</p> <p>Bill No. 2 Alterations</p>			ZAR	

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		Amount	
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	Unit	Quantity	Rate	Amount
<u>BILL NO. 3</u> <u>MASONRY</u>				
<u>Sizes in descriptions</u> Where sizes in descriptions are given in brick units, one brick shall represent the length and half brick the width of a brick				
<u>User note</u> The following preamble generally applies for works in hot and humid coastal areas				
<u>Bagged and sealed walls</u> Walls in two skins described as bagged and sealed shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating				
<u>Face bricks</u> Bricks shall be ordered timeously to obtain uniformity in size and colour				
<u>Pointing</u> Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc				
<u>BRICKWORK IN SUPERSTRUCTURE</u>				
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar</u>				
1	One brick wall	m ²	38	
2	Half brick wall	m ²	5	
<u>Brickwork Sundries</u>				
3	Forming toothings and bonding new brickwork to existing	m ²	15	
<u>Bagging of 1:3 cement and sand mixture</u>				
4	On brick walls, piers, etc	m ²	8	
<u>2,5mm Brickwork reinforcement</u>				
5	115 mm Wide reinforcement built in horizontally	m	10	
6	115 mm Wide reinforcement built in horizontally, circular on plan	m	6	
<u>BRICKWORK</u>				
Carried to Summary			ZAR	
Bill No. 3 Masonry				

		Unit	Quantity	Rate	Amount
<u>BILL NO. 4</u>					
<u>ROOF COVERINGS</u>					
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>					
<u>0.8mm Z275 spelter Colomet finish IBR profile, galvanised steel troughed sheeting fixed to timber purlins or rails</u>					
1	Cleaning of roof sheets incliding inspecting for leak on the roof	Item			
Carried to Summary				ZAR	
Bill No. 4 Roof Coverings					

	Unit	Quantity	Rate	Amount
<u>BILL NO. 5</u>				
<u>CARPENTRY AND JOINERY</u>				
<u>CARPENTRY AND JOINERY</u>				
<u>Fixing</u>				
Items described as nailed shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as bolted, the bolts have been given elsewhere				
<u>Decorative thermosetting plastic laminate covering</u>				
Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish				
<u>NOTICEBOARDS, KEYBOARDS, DUCKBOARDS, ETC</u>				
<u>Softboard</u>				
1	No.	4		
1200 mm x 1200 mm, 12mm Pinning boards glued to plastered walls				
Carried to Summary			ZAR	
Bill No. 5				
Carpentry And Joinery				

	Unit	Quantity	Rate	Amount
<u>BILL NO. 6</u>				
<u>CEILINGS PARTITIONS AND ACCESS FLOORING</u>				
<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>				
<u>Ceilings</u>				
Unless otherwise described ceilings shall be deemed to be horizontal				
<u>Fixing</u>				
Items described as nailed shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as bolted, the bolts have been given elsewhere				
<u>Bulkheads</u>				
Unless otherwise described bulkheads shall be deemed to be horizontal along the length				
<u>Steel components</u>				
All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121				
<u>CEILING TIMBERS, BEADS, INSULATION, ETC</u>				
<u>Sawn softwood</u>				
1				
The first four of the following items are applicable only when the brandering, due to irregularity etc thereof, can not be included with the ceilings				
	m	69		
2				
38 x 38 mm Branders				
	m	124		
3				
38 x 50 mm Branders, nailed				
	m	75		
4				
50 x 76 mm Branders, plugged				
	m	90		
5				
38 x 114mm Branders wrought on one face, plugged				
	m	42		
6				
38 x 38 mm Ceiling joists				
	m	68		
7				
38 x 50 mm Runners				
	m	80		
8				
38 x 50 mm Hangers 6 mm long				
	No.	10		
9				
76 mm Quadrant beads				
	m	72		
Carried to Collection			ZAR	
Bill No. 6				
Ceilings Partitions And Access Flooring				

[illegible]

	Page No	Amount
BILL NO. 6		
<u>CEILINGS PARTITIONS AND ACCESS FLOORING</u>		
<u>COLLECTION</u>		
Brought Forward from Page	33	
	34	
Carried to Summary	ZAR	

Bill No. 6
Ceilings Partitions And Access Flooring

35

	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 7</u></p> <p><u>IRONMONGERY</u></p> <p><u>IRONMONGERY</u></p> <p>User note -</p> <p>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</p> <p>Take note that these Model Bills of Quantities utilise abbreviated descriptions</p> <p>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</p> <p>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</p> <p>User note -</p> <p>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</p> <p>Take note that these Model Bills of Quantities utilise abbreviated descriptions</p>				
Carried to Collection			ZAR	
<p>Bill No. 7</p> <p>Ironmongery</p>				

	Unit	Quantity	Rate	Amount
<p>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</p> <p>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</p> <p>Proprietary items</p> <p>Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items</p> <p>Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered</p> <p>On request returnable samples are to be provided to the principal agent for consideration</p> <p><u>HINGES, BOLTS, ETC</u></p> <p><u>Manufactured by approved suppliers</u></p> <p>1 Servicing existing lockset and door handles for aluminium sliding door</p> <p>2 Servicing existing lockset and door handles for timber doors</p> <p>Carried to Collection</p> <p>Bill No. 7 Ironmongery</p>				
	No.	15		
	No.	10		
			ZAR	

	Unit	Quantity	Rate	Amount
<u>LETTERS, NAMEPLATES, ETC</u>				
<u>Manufactured by Approved supplier</u>				
3	No.	4		
30mm thick x 350mm long x 200 mm high anodised aluminium plate with male or female symbol				
4	No.	3		
3mm thick x 200mm long x 200mm high anodised aluminium plate for office labelling				
5	No.	6		
3 mm thick 200 mm long x 200 mm high anodised aluminium plate with fire exit, fire extinguisher, fire hose reel or fire hydrant symbol				
Carried to Collection			ZAR	
Bill No. 7				
Ironmongery				

38

		Amount	
<u>BILL NO. 7</u> <u>IRONMONGERY</u> <u>COLLECTION</u>		Page No	
	Brought Forward from Page	36	
		37	
		38	
Carried to Summary		ZAR	
Bill No. 7 Ironmongery			

	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 8</u></p> <p><u>STRUCTURAL STEELWORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>User note - Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions. Take note that these Model Bills of Quantities utilise abbreviated descriptions. The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system, represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications. Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008.</p> <p>Consideration is to be given in specific applications (e.g. where heavy steel structures such as in industrial plants, towers for mine shafts, etc are dominant) to implement the principles laid down by the Measurement for Structural Steelwork as prepared and recommended by the South African Institute of Steel Construction or any other appropriate principles</p> <p>This bill is, however, based on the building work measuring system</p> <p>Finishing-off painting is to be included in this trade only when the structural steel contractor is required to execute the work</p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete</p>				
Carried to Collection			ZAR	
Bill No. 8 Structural Steelwork				

		Unit	Quantity	Rate	Amount
<p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p><u>STEEL STAIRS, BALUSTRADING, HANDRAILS, CAT LADDERS, FLOORING, ETC</u></p> <p><u>Stairs, Balustrading and Handrails</u></p>					
1	22mm steel cable continuous pipe handrails with brackets	m	10		
2	22mm diameter x 1200 mm long steel stanchions bolted to concrete (bolts elsewhere); the balustrading of flat section continuous top and bottom rails with vertical hollow section standards, framed through bottom rail and filled in between top and bottom rails with vertical hollow section balusters	No.	4		
Carried to Collection				ZAR	
<p>Bill No. 8</p> <p>Structural Steelwork</p>					

Amount

BILL NO. 8
STRUCTURAL STEELWORK
COLLECTION

Page No

Brought Forward from Page

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Carried to Summary

ZAR

Bill No. 8
Structural Steelwork

	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 9</u> <u>METALWORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>User note - Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions. Take note that these Model Bills of Quantities utilise abbreviated descriptions The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</p> <p><u>Descriptions of bolts, anchors, etc</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as holed for bolt(s) shall be deemed to exclude the bolts unless otherwise described</p> <p>Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p><u>Aluminium doors, windows, etc</u></p> <p>Doors and windows shall comply with AAAMSA design criteria</p> <p>Glazing shall comply with SAGGA regulations. Glass shall be clear and tint laminated performance glass as shown on the window schedules/drawings appended to these bills of quantities (as described in the headings to window schedule). Glass thickness shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules/drawings</p>				
Carried to Collection			ZAR	
Bill No. 9 Metalwork				

	Unit	Quantity	Rate	Amount
<p>Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed</p> <p>For purpose made windows and doors, refer to drawings annexed to (issued separately with?) these bills of quantities</p> <p>The following certificates shall be provided prior to commencement of site work:</p> <p>1 A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product</p> <p>2 A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively</p> <p>3 A powder guarantee of not less than 15 years issued by the powder manufacturer. The</p> <p>specific conditions contained in this guarantee shall form part of the powder coating process</p> <p>4 A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked</p> <p>5 A warranty from the manufacturer of the</p> <p>laminated safety glass and/or hermetically</p> <p>sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years</p>				
Carried to Collection			ZAR	
Bill No. 9				
Metalwork				

		Unit	Quantity	Rate	Amount
<u>DOORS, WINDOWS, CURTAIN WALLING, SHOPFRONTS, ETC</u>					
<u>PRESSED STEEL DOOR FRAMES</u>					
<u>1,2mm Rebated frames suitable for half brick walls</u>					
1	Frame for door 900 x 2100 mm high	No.	1		
<u>Standard medium universal doors, sidelights, fanlights, etc</u>					
2	Door 900 x 1200 mm high gate formed of 50mm diameter galvanised steel tubular framing covered with 20 x 20 x 3.15 mm thick Class A fully galvanised mesh secured to framing with 2.5 mm thick galvanised binding wire including hinges	No.	1		
<u>ALUMINIUM WINDOWS, DOORS, ETC (CPAP WORK GROUP NO. 140)</u>					
Note - Refer to attached window schedules for details of windows					
<u>50 mm powder coated windows as per manufacturer system, complete with sub frames, ironmongery, glass, sealing, etc and fixing to brickwork or concrete</u>					
3	Standard window 1200 x 675 x 50 mm powder coated (type 02)	No.	1		
<u>50 mm powder coated shiny bronze aluminium frame NKCASA casement type for 16 mm complete with sub frames, ironmongery, glass, sealing, etc and fixing to brickwork or concrete</u>					
4	Purpose made doors, 3000 x 2105 mm high (No D9) with two leaf	No.	2		
Carried to Collection				ZAR	
Bill No. 9 Metalwork					

		Amount	
<u>BILL NO. 9</u> <u>METALWORK</u> <u>COLLECTION</u>		Page No	
	Brought Forward from Page	43	
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		45	
Carried to Summary		ZAR	
Bill No. 9 Metalwork			

[illegible]

	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 11</u></p> <p><u>TILING</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>User note</u></p> <p>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</p> <p>Take note that these Model Bills of Quantities utilise abbreviated descriptions</p> <p>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</p> <p>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</p> <p><u>Patterns</u></p> <p>Unless otherwise described, tiles shall be laid with continuous joints in both directions</p> <p><u>Fixing</u></p> <p>Unless described as fixed with adhesive to plaster (plaster elsewhere) descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding</p>				
Carried to Collection			ZAR	
Bill No. 11 Tiling				

49

		Amount	
<u>BILL NO. 11</u> <u>TILING</u> <u>COLLECTION</u>		Page No	
	Brought Forward from Page	48	
		49	
Carried to Summary		ZAR	
Bill No. 11			
Tiling			

		Unit	Quantity	Rate	Amount
<u>BILL NO. 12</u>					
<u>PLUMBING AND DRAINAGE</u>					
<u>RAINWATER DISPOSAL</u>					
<u>0.8mm Aluminium OG gutters and rainwater pipes</u>					
1	155 x 125 mm Half-round roof gutters	m	76		
2	100 x 75 mm Diameter rainwater pipes	m	28		
3	Extra over gutter for stopped end	No.	8		
4	Extra over gutter for angle	No.	8		
5	Extra over gutter for outlet for 100mm pipe	No.	8		
6	Extra over rainwater pipe for bend	No.	21		
7	Extra over rainwater pipe for plinth bend	No.	2		
8	Extra over rainwater pipe for shoe	No.	8		
9	Spreader for 400 mm pipe 2000 mm long	No.	2		
<u>Manufactured by approved supplier</u>					
10	Junior 1040 outlet wash-down WC pan with double flap heavy duty plastic seat Code 751300 (flush valve and flush pipe elsewhere) and matching cistern code (712034)	No.	1		
<u>WASTE UNIONS ETC</u>					
<u>Manufactured by approved supplier</u>					
11	32mm chromium plated basin waste union	No.	1		
12	32mm chromium plated basin waste union and 40 chromium plated anti-theft plug	No.	1		
<u>TRAPS ETC</u>					
<u>Manufactured by approved supplier</u>					
13	32mm diameter uPVC one-way vent valve	No.	1		
14	40mm diameter Rubber P or S trap	No.	2		
15	110mm diameter Rubber reseal P or S trap	No.	2		
<u>SANITARY PLUMBING</u>					
<u>PVC-U soil and vent pipes</u>					
16	20mm Pipes	m	6		
Carried to Collection				ZAR	
Bill No. 12 Plumbing And Drainage					

		Unit	Quantity	Rate	Amount
17	32mm Pipes chased into brickwork	m	3		
	<u>Extra over PVC-U soil and vent pipes for fittings</u>				
18	110mm Access pipe	No.	1		
19	110mm Access bend	No.	1		
20	110mm Access bend with anti-syphon horn	No.	1		
21	110mm Access junction	No.	2		
	<u>Testing</u>				
22	Testing waste pipe system	Item			
Carried to Collection				ZAR	
Bill No. 12					
Plumbing And Drainage					
52					

[illegible]

	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 13</u> <u>GLAZING</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>User note</u></p> <p>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</p> <p>Take note that these Model Bills of Quantities utilise abbreviated descriptions</p> <p>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</p> <p>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</p> <p><u>Float glass</u></p> <p>The term float glass is used for monolithic annealed glass</p> <p><u>Laminated glass</u></p> <p>Laminated glass to have polyvinyl butyral (PVB) interlayer(s)</p>				
Carried to Collection			ZAR	
Bill No. 13 Glazing				

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		Amount	
<u>BILL NO. 13</u> <u>GLAZING</u> <u>COLLECTION</u>		Page No	
	Brought Forward from Page	54	
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Carried to Summary		ZAR	
Bill No. 13 Glazing			

	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 14</u></p> <p><u>PAINTWORK</u></p> <p><u>PAINTWORK</u></p> <p>Attention is drawn to the measurement rules in the measuring system regarding paint colours which read as follows:</p> <p>4. 'Paintwork shall be classified in the different colour groups 'White', 'Pastel', 'Deep' and 'Transparent' (in accordance with the Natural Colour System (NCS) adopted by the SA National Standards)'</p> <p>and</p> <p>' 5. Paintwork in one colour group may be given as extra over paintwork in another colour group'</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>PREPARATORY WORK TO EXISTING WORK</u></p> <p>Previously painted plastered surfaces</p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p>Previously painted metal surfaces</p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p>Previously painted wood surfaces</p> <p>Carried to Collection</p> <p>Bill No. 14 Paintwork</p>				
			ZAR	

	Unit	Quantity	Rate	Amount
<p>Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth</p> <p>Paint Specifications</p> <p>All painting shall be done in accordance with ? specifications unless otherwise described</p> <p><u>Colours</u></p> <p>Extra over for paintwork on components (ceilings?) in the White colour group for paintwork in the Pastel colour group (Provisional)</p> <p>Extra over for paintwork on components in the Pastel colour group for paintwork in the Deep colour group (Provisional)</p> <p>Unless otherwise described paintwork on ceilings shall be deemed to be in the White colour group and paintwork on all other components shall be deemed to be in the Pastel colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</p> <p><u>PAINTWORK ETC TO EXISTING STRUCTURES</u></p> <p><u>ON SCRAPPED INTERNAL FLOATED PLASTER SURFACES</u></p> <p><u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use</u></p> <p>1 Walls m² 694</p> <p><u>ON SCRAPPED EXTERNAL FLOATED PLASTER SURFACES</u></p> <p><u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u></p> <p>2 Walls m² 321</p> <p><u>ON NEW FIBRE-CEMENT BOARD SURFACES</u></p> <p><u>Apply paint of Existing ceiling boards</u></p> <p>3 Ceilings and cornices , including priming metal cover strips and nailheads (White colour group) m² 127</p> <p>Carried to Collection</p> <p>Bill No. 14 Paintwork</p>				
			ZAR	

		Unit	Quantity	Rate	Amount
4	Fascias and barge boards , including priming metal jointing strips	m	79		
	<u>ON NEW WOOD SURFACES</u>				
	<u>Two coats oil wood primer</u>				
5	Backs of frames, linings, etc not exceeding 300mm wide	m	39		
	<u>One coat primer and two coats premium quality polyurethane enamel paint</u>				
6	Doors	m ²	92		
	<u>Three coats superior quality polyurethane suede varnish</u>				
	<u>Three coats superior quality clear matt varnish</u>				
7	Skirtings, rails, etc not exceeding 300mm girth	m	845		
8	Door frames etc	m ²	32		
9	Doors	m ²	30		
	<u>One coat alkyd based universal undercoat and one coat superior quality universal enamel paint</u>				
10	Door frames	m	39		
11	Windows	m	38		
12	Windows with burglar bars	m	6		
13	Rails, bars, pipes, etc not exceeding 300mm girth on balustrade	m	479		
Carried to Collection				ZAR	
Bill No. 14					
Paintwork					

		Amount	
<u>BILL NO. 14</u> <u>PAINTWORK</u> <u>COLLECTION</u>		Page No	
	Brought Forward from Page	57	
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		59	
Carried to Summary		ZAR	
Bill No. 14 Paintwork			

	Unit	Quantity	Rate	Amount
<u>BILL NO. 15</u>				
<u>EXTERNAL WORKS</u>				
<u>ROADWORK, PARKING AREAS AND PAVING</u>				
<u>User note</u>				
Where SABS 1200 or SANS preambles are not applicable, refer to other suitable construction standards or provide full description				
<u>Testing of material and filling</u>				
Descriptions of earth filling, compaction, etc shall be deemed to include for all necessary testing required in accordance with the SABS 1200 series				
<u>Precast concrete block road surfacing</u>				
Paving shall be laid in accordance with SABS 1200 MJ, S A N S 1058 and the Concrete Masonry Associations specifications				
Paving shall be laid to herringbone pattern on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere)				
Clean sand shall be swept into joints between roadstones at completion				
<u>Site clearance</u>				
1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m ²	160		
<u>Open face excavation in earth over sloping site</u>				
2 Open face excavation to form platforms under parking areas etc and depositing excavated material over site, including haulage not exceeding ? m from perimeter of excavations	m ³	40		
<u>Extra over bulk excavation in earth for excavation in</u>				
3 Soft rock	m ³	4		
4 Hard rock	m ³	1		
<u>Extra over all excavations for carting away</u>				
5 Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	40		
<u>Keeping excavations free of water</u>				
6 Keeping excavations free of water other than subterranean water	Item			
Carried to Collection			ZAR	
Bill No. 15 External Works				

		Unit	Quantity	Rate	Amount
	<u>Compaction of surfaces</u>				
7	Compaction of ground surfaces under pavings etc, including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary and compacting to 93 % Mod AASHTO density	m ²	91		
	<u>Selected earth filling obtained from the excavations and/or prescribed stock piles on site</u>				
8	Subbase course under parking areas etc, compacted to 90% Mod AASHTO density	m ³	14		
9	Base course under parking areas etc, compacted to 95% Mod AASHTO density	m ³	6		
	<u>Filling supplied by the contractor under parking areas, roadways, etc</u>				
10	19 mm crushed stone material compacted to 90% Mod AASHTO density	m ³	11		
	The items of testing given below are for additional testing which may be required by the principal agent over and above those for which the contractor is				
	<u>Additional tests required by the principal agent</u>				
11	In-situ dry density test in accordance with method A10(b) of TMH1	No.	1		
12	Maximum dry density and optimum moisture content test in accordance with method A7 of TMH1	No.	1		
13	Paving to parking areas, roadways, etc with paving bricks and laying waterproofing underneath the pavers	m ²	68		
14	Edg ing to kerbs etc	m ³	8		
	<u>Road signs</u>				
15	Standard STOP sign with 50mm diameter galvanised mild steel post bedded in and including unreinforced concrete base, including any necessary excavation, paint finish, etc	No.	2		
	<u>Paintwork</u>				
	<u>Two coats reflective road marking paint on tarmacadam</u>				
16	Line 100 wide road marking	m	13		
	Carried to Collection			ZAR	
	Bill No. 15				
	External Works				

		Unit	Quantity	Rate	Amount
<u>FENCING</u>					
<u>BetaView 25 PVC Coated 2,4 meter High Fence - The H profile post (70x44x1.5mm) allow panels to fit laterally & sealed up against the inside of the post.</u>					
<u>Panels are secured with metal security fixators bolted through the post & firmly secured with tamper proof shearnuts. Includes 16 x Spider Clamp, 8 x M8 x 50mm Cupsquare Bolts, Shearnuts, Washer & a Polyamide Pole Cap per pole (All bolts, nuts & washers are stainless steel)</u>					
<u>In high corrosion areas fence posts, stays, gates, etc are to be galvanised / powder coated</u>					
<u>V-bitumen-aluminium painted (two coats) steel pipe posts, stays, gates, etc including galvanised steel bolts, straining eye bolts, etc, site clearance and preparation of ground</u>					
17	Fence H profile 70 x 44 x 1.5mm	No.	45		
18	Extra over poles for corners and end of rum	No.	10		
19	Aperture 76 x 25 mm PVC coated	No.	45		
20	Touch up spray paint RAL 7021 Anthracite	No.	1		
21	Spike 3046 x 80 x 2mm coated Anthracite	No.	45		
22	Sliding vehicle gate size 6500 x 2200 mm height	No.	2		
23	Pedestrian swing gate size 1200 x 2200 mm height	No.	1		
Carried to Collection				ZAR	
Bill No. 15					
External Works					

Amount

BILL NO. 15
EXTERNAL WORKS
COLLECTION

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Carried to Summary

ZAR

		Amount
<p><u>BILL NO. 16</u></p> <p><u>PROVISIONAL SUMS</u></p>		
<p><u>PROVISIONAL SUMS</u></p> <p><u>General</u></p> <p>Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement? building contract? and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances</p> <p>Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned</p> <p>Provisional sums are for material and equipment supplied and installed complete by firms of specialists</p> <p><u>Profit</u></p> <p>Where stated, the contractor may allow for profit if required</p> <p>Refer hereunder to 'nominated subcontractors' or 'selected subcontractors' or both as the case may be and in accordance with the relevant building agreement (building contract)</p> <p>Where 'attendance' is defined in the relevant subcontract agreement/subcontract, the user is to refer thereto and is to ensure that the designations therein are used. Where 'attendance' is not defined in the relevant subcontract agreement/subcontract, the user is to provide a detailed description of the 'attendance' required from the contractor</p> <p><u>General attendance on nominated/selected subcontractors</u></p> <p>User note -</p> <p>Use the following descriptions where the JBCC N/S Subcontract Agreement is applicable</p> <p>The item 'attendance' which follows each provisional sum for nominated/ selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/ selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement</p>		
Carried to Collection		
Bill No. 16		
Provisional Sums		

ZAR

		Amount	
<u>Special attendance on nominated/selected subcontractors</u>			
Where 'special attendance' such as unloading, storing, placing in position, providing special power supplies, specific hoisting, craneage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish is required, a separate item describing the specific requirements in detail is to be provided for the pricing of such requirements			
<u>Builder's work</u>			
Builder's work in connection with specialist services is given elsewhere in these bills of quantities			
<u>BUDGETARY ALLOWANCES</u>			
<u>General Electrical Installation and upgrade on all lighting fittings</u>			
1	Provide the sum of R 20 000.00 for General Electrical Installation	Item	30 000 00
2	Profit	Item	
3	Attendance	Item	
<u>COMMUNITY LIASON OFFICER</u>			
4	Provide the sum of R18 000.00 (Six Thousand Rands) for employment of CSO (R6 000.00 per month for the whole duration of project.	Item	18 000 00
5	Profit	Item	
6	Attendance	Item	
<u>MECHANICAL INSTALLATIONS</u>			
<u>Generator Installation</u>			
7	Provide the sum of R 300 000.00 for Connecting a New Generator including building of generator plinth	Item	300 000 00
8	Profit	Item	
9	Attendance	Item	
<u>Servicing of Curtain Blinds</u>			
10	Provide the sum of R 8 000.00 for Servicing of Curtain Blinds	Item	8 000 00
11	Profit	Item	
12	Attendance	Item	
<u>New Timber Counters</u>			
13	Provide the sum of R 100 000.00 for Reception Area	Item	100 000 00
14	Profit	Item	
15	Attendance	Item	
Carried to Collection		ZAR	
Bill No. 16			
Provisional Sums			

[illegible]

[illegible]

	Brought from Previous	ZAR	Amount
ADD: CONTINGENCIES			
Allow the Amount of R 30 000.00 for contingencies			30 000 00
SubTotal excluding Value Added Tax			
ADD VAT @ 15%:			
Carried to Tender		ZAR	
SUMMARY			

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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)

Part C3: Scope of work
C3 - Scope of work

C3 – Scope of Works

1 Background To ECDC

Vision

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

Mission

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

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

Legislative Mandate

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

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

2 Scope of Works

2.1 General description of the works

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

The work comprises the following sections:

2.1 Alterations and Refurbishment

2.1.1 Queenstown ECDC Office

This existing double storey storage facility requires the following work:

Site clearance and cutting off grass and trees

- Removal and replace all gutters and rainwater pipes
- Breakup existing boundary wall
- Removal of existing timber skirting and replace with new
- Paint internal and external walls
- Repairs on damaged plastered walls internal and external
- Convert garage into office
- Repainting of internal and external areas including ceilings
- General repairs to internal doors and ironmongery
- Servicing to existing joinery work including aligning of doors and replacing missing parts
- New floor finishes (Tiles)
- Repairs to existing electrical works and install new generator
- Repairs to existing plumbing items
- Install new perimeter fence and parking area
- Etc (As contained in the attached BOQ)

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.

2.4 Temporary works, etc.

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

3. General

3.1 Damage to other services

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

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

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

This repair work may only be done on the written instruction from the Principal Agent.
The contractor shall make provision for a full scan of the area to determine the position of services in the area.

3.2 Local labour and local authorities

Local Labour:

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

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

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

3.3 Liaison with Local Authorities

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

3.3.1 Locating of existing underground services.

3.3.2 Protection of existing services during construction.

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

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

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

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

3.4 Community Liaison and Community Relations

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

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

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

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

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

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

3.5.1 Safety Precautions

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

3.5.2 Health and Safety Specifications

Please refer to Annexure A in Part C.4 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 12 of the JBCC Contract Edition 6.2, as applicable.

4.8 Responsibility to perform.

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

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

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

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

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

ECDC may also consider termination of the contract.

4.9 Duration of the contract

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

The successful Bidder shall be required to complete and submit the signed and duly completed **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 subcontract and employ workers from the local communities in close proximity to the project, to execute labour related activities.

C3.2 – PARTICULAR SPECIFICATIONS

HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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

PROJECT DESCRIPTION:	EASTERN CAPE DEVELOPMENT CORPORATION
PROJECT NUMBER:	ECDC/INFRA/20/102023

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Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

1 SCOPE

1.1 Scope of Application

This health and safety specification shall apply to the refurbishment and upgrades to the Eastern Cape Development Corporation during the project life cycle ensuring the following:

- Provides the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act 85 of 1993 during construction work;
- Establishes the way the Principal Contractor is to manage the risk of health and safety incidents during construction; and
- Establishes the way the Client's Health and Safety Agent will interact with the Principal Contractor.

This specification establishes general requirements to enable the Principal Contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The Principal Contractor is required to develop, implement, and maintain a site-specific health and safety plan. The Client is required to provide certain site-specific information to the Principal Contractor or a health and safety specification for the works to enable such a plan to be formulated. Accordingly, this specification on its own cannot ensure compliance with the requirements of the Act.

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

1.2 Scope of Works

The scope of works for the project is detailed as follows:

- The existing amphitheatre will be demolished and replaced with a two-storey building.
- An additional floor will be built on top of the existing building (refer to the drawing)
- Guard house
- Grassed parking
- Retaining walls
- Stormwater management works

1.2.1 Site location:

The ECDC Office building and house are located in Queenstown. **Latitude: -31.899544020, Longitude: 26.8885834376**

1.2.2 Notes on Scope:

- Strict time frames
- Co-operation and co-ordination with the ECDC Staff
- Access to site and to works constraints and risks for PC to control
- Temporary works and works at height competency & planning for appointees will be critical for PC to manage.
- Making and checking that works areas are safe:
 - Stakeholders
 - PC employees, PSP, suppliers and sub-contractors
 - Confined areas for project service delivery
 - Working over others
 - Electrical and services risks

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

- Protection of build works and structural integrity controls
- Protection against ingress of water or other external damages

2 DEFINITIONS

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

2.1 List of Abbreviations

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

2.2 Key References

- Occupational Health and Safety Act, No. 85 of 1993 and Regulations (as amended)
- Construction Regulations 2014;
- Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (as amended);
- Consolidated Directions on OH&S Measures in Certain Workplaces, 2020;
- SANS Standards; and
- Codes of Practice (COPs).

3 INTERPRETATION

The Occupational Health and Safety Act 85 of 1993, herein after referred to as “the Act” and its associated regulations, particularly the Construction Regulations 2014, shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

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

The PSHSS is a performance specification to ensure that the Client and any organization that enter into formal agreements with the Client / Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance on the project.

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

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

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

It should be well noted that in no way does this PSHSS relieve the Contractor of any of his responsibilities set out in the Act and Regulations.

4 THE OCCUPATIONAL HEALTH AND SAFETY FILE

As required by Construction Regulation 7, the Principal Contractor shall keep and maintain a Site Health and Safety File where all relevant health & safety records will be kept, including the Site-Specific Health & Safety Plan (including COVID-19) and the relevant construction risk assessments as stated above. Other relevant information includes but not limited to:

- a) Client Site Specific specification and HIRA
- b) PC appointment letter and OHSA 37(2)
- c) PC approved OHS Plan and approval letter
- d) OHS Administrative statutory documents:
 - Valid Letter of Good Standing with the Workmen's Compensation Commissioner
 - UIF
 - SARS clearance certificates
 - Notification of Construction works
- e) OHS Policies and procedures signed by the CEO, dated with a review provision
- f) Organogram with appointments, competencies and statutory registrations
- g) HIRA for proposed site activities and works
- h) Safe work procedures / Methodologies/ Plans: inclusive of but not limited to:
 - Demolition plan
 - Noise reduction plan
 - Dust control
 - Prevention of water to works
 - Facility management and planning for safe access to the works areas.
 - FPP done by a competent person
 - Covid 19 mitigation and transmission control plan.
- i) Induction program that must include work in hospital environment risks, with registers
- j) Training and toolbox talks. Upliftment of competency requirements as required for this works
- k) Inspection registers with appropriate policies and procedures
- l) Emergency management, contact numbers and coordinated emergency plan for hospital needs and environment
- m) Hazardous Chemical management
- n) Construction environmental management system
- o) Laws and Regulations
- p) Communications
- q) OHS Committee
- r) Sub-Contractor Management
- s) Employee medical monitoring:
 - OHS Medicals fit for work
 - Employee ID; s
 - Covid daily monitoring
 - Assessment for work at heights
 - Ergonomic surveys
 - Proof of UIF payments
- t) Incident Management:
 - Procedures
 - General incident management register (Monthly)
 - Annexure 1
 - COIDA forms
- u) Audits
 - Internal
 - Subbie Audits
 - CHSA Audits and Inspections
 - CR. Inspections as noted under CR. 11. 12. 13(e) 14. 16. 17. 19. Relating to competency and quality.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

5 GENERAL REQUIREMENTS

5.1 Client Hazard Notification

Site establishment and Site camp: To be identified on site within the Client. *Traffic accidents and fatalities.*

This area will require the contractor to drive within the busy area of the Queenstown Centre as well as the main road to access Queenstown which includes pedestrians, taxis, bulk service deliveries, visitors and other stakeholders.

- Access to works in a highly trafficked area: Plan for employee safety, control deliveries and parking
- Employees to be visible and everyone working there to have a reflector vest with employer name displayed on at all times
- Public complaints: Site to be fenced off with black shade cloth
- Access to works areas to be pre-planned and coordinated with ECDC staff and the Client.
- Laydown areas to be planned
- Works' planning: Scaffold and potential steel fire escape for access planning
- Inductions must inform employees that they must minimize in the operational areas. Only go to areas where they are authorized.
- Ablutions will have to be provided: Portable toilets or build within the ECDC sewer infrastructure as arranged with PA.

Access, restricted space for construction works, security, noise and dust hazards

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

- Hoarding structural as per PA instruction
- Employee movement control and visibility
- No smoking unless in designated areas
- Covid transmission mitigation
- Electrical and services are isolated to dead conditions
- Enough ventilation and light
- Noise and dust reduction in works areas.

Demolition

- CR 11 and 14 apply. Noise and dust, vibration and weather hazards must be addressed.
- Competency required.

Temporary works

- CR 12 Competency, planning and appointed accountability.

Work at height: Maximum expected work at height level is 2 storeys

- CR 10 Note that all employees must be assessed for safety at work and have general competency and capacity to do this work
- FPP must be qualified, and CR 8.1 must sign off on plans
- Appointment of a competent scaffold planner and controller

Excavations. Max anticipated depth 1.5m. Underground services.

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

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

Lack of coordination and communications with the ECDC.

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

Hazards unknown at tender time: Tie in work with the ECDC services and lock out risks

- Child care hazards: we know that noise impact.
- Child security risks
- Dust impact on works

Structural work will require methodologies to address unknown risks. Construction is a multi-functional discipline and dynamic. OHS is an aspect of construction control.

Scope creep will need to be managed continually.

Potential Hazardous substances: Asbestos and lead is not anticipated; however, the PC to remain alert and notify immediately should it be encountered.

Project risks: No using competent persons, Not planning and failure to program and report. Lack of resources and funding.

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

Depending on ablutions chosen, collection of effluent waste may create additional risks.

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

5.2 General Risk Management

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

The risk assessment is required to define systems and safe working procedures that will be implemented on site in an endeavour to complete the activity safely. The set of risk assessments required to be submitted to the Client must include the assessment of health risks such as those that are associated with COVID-19, and other health risks which may result from lack of personal hygiene, ergonomic hazards, etc.

The contractor is required to:

- Identify health and safety hazards and risks to which persons may be exposed;
- Analyse and evaluate the identified hazards and risks;
- Document a plan which will highlight safe working procedures to mitigate, reduce or control the identified risks; and
- Develop a Monitoring and Review Plan of the hazards and risks.

The client baseline risk assessment provided with this specification aims to provide the framework within which the risks must be assessed for the construction phase of the project, and to highlight any reasonably foreseeable risks which may be inherent to the project based on its current scope of works. The Baseline Risk Assessment (BRA) is therefore not the replacement of the contractor's risk assessment but rather to point the contractor towards some risks he might not be aware of during tendering stage and while conducting his formal risk assessment. The baseline risk assessment, which is attached as an annexure to this specification must be used as a guide in conducting the construction phase risk assessments.

6 TRAINING, AWARENESS AND COMPETENCY

6.1.1 Health & Safety Training

The Principal Contractor must ensure that all his / her staff is adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards, particularly where semi-skilled and unskilled personnel are involved. The contractor shall conduct a training needs analysis to ascertain what health and safety training and re-training is required. No employees shall be allowed on site unless there is proof of induction training and some form of identification.

6.1.2 Induction

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

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

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

6.1.3 Awareness

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

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

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

6.1.4 Competency

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

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

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

6.2 Specified Hazardous Chemical Substances

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

7 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

7.1 Notification of Commencement of Construction Work

If applicable, the PC shall notify the Provincial Director of the Department of Employment and Labour (DoEL) in writing, using the provided CR. Annexure 2 in the Construction Regulations, 7 days prior to commencement of construction work. Proof of submission and/or receipt must be provided and forms part of the OHS Plan approval. Work will not commence without the Notification being correctly completed and signed by the Client. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent. Where changes to the conditions given in the submission are

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

required (i.e., Contractors, completion dates, increase in workers), a revised Annexure 2 must be submitted to the DoEL. It is preferable that the completion date includes the defect liability period. A copy of the notification form and any further submissions must be kept in the H&S file.

7.2 Appointment of Competent Site Personnel

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

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

7.3 Construction Manager (CR 8.1)

The Principal Contractor must in writing appoint one full time competent person as the construction manager (normally referred to as the Site Agent) with the duty of managing all the construction work on this single site, including the duty of ensuring occupational health and safety compliance. In the absence of the designated Construction Manager, an alternate must be appointed and the appointed shall have training and/or experience in the area of responsibility.

7.4 Construction Work Supervisor (CR 8.7)

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

7.5 Construction Health and Safety Officer (CR 8.5)

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

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

The minimum qualification for the CHSO must be a matric certificate, SAMTRAC qualification with at least two years or more experience on civil engineering and/or building projects.

The CHSO that the Principal Contractor intends to appoint must be registered as a CHSO with the SACPCMP and shall provide a valid registration certificate with the Council.

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

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

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

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

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

7.7 First Aider / First Aid Attendant

The Principal Contractor must appoint at least one Level 3 First Aid Attendants for the project and where practicable, one First Aid Attendant for each work team or section of the works. The appointed First Aid Attendant(s) must be suitably qualified and have valid training certificates.

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

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

7.8 Risk Assessor

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

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

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

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

7.9 Other Appointments are stated below but not limited to:

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

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

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

The Principal Contractor must provide a project specific health and safety organogram of all appointed / designated personnel and a list of contractors appointed on the project and shall always keep an up-to-date copy of each on site. The site organogram and list of contractors shall also be displayed on the site notice board.

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

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

8 GENERAL RISK MANAGEMENT

8.1 Health Risks and Medical Surveillance

The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. The PC is to ensure and supervise safe use of products / chemicals, and their inclusion into risk assessments.

All employees on the site, including contractors, must be in possession of valid medical certificates of fitness to work, issued by an Occupational Health Medical Practitioner in the form of Annexure 3. These medical certificates shall be in the categories of pre-employment, annual and exit medical evaluation.

Furthermore, the medical surveillance program shall include initial screening of COVID-19 symptoms based on the professional advice of the OHMP / OHNP. Good personal hygiene must be promoted on the site and the sanitary and hand washing facilities with soap and running water must be provided.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

8.2 Emergency Procedures

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan / procedure must include COVID-19 related emergencies such as responding to COVID-19 case/s on the site. Assembly point / area to be large enough to allow for social distancing during roll call.

The emergency plan is to ensure the inclusion of local service providers where possible, including nearest COVID-19 testing station. Such arrangements should be made with the service providers prior to the commencement of the project.

Local emergency telephone numbers must be displayed and made part of the emergency procedure. COVID-19 Emergency Contact numbers must also be included on the list.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

8.3 Security and Access Control

The Principal Contractor shall establish site access rules, implement, and maintain these throughout the construction period.

Access control procedure shall ensure that non-employees do not proceed on to work areas unaccompanied by a senior site responsible person.

8.4 Fires and Emergency Management

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

- Fire;
- Public Safety;
- Working near water;
- Falls from heights;
- Electricity; and
- Riots.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project; the emergency plan is to include the risks of fire on site and related to any specific activities.

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

8.5 Incident Management and Compensation Claims

All incidents and accidents are to be investigated using a form similar to Annexure 1 hereto attached. All serious incidents requiring medical attention or involving any form of disabling or lost time injury or fatality are to be reported to the Client /CHS Agent immediately. This shall be confirmed in writing following the incident.

8.6 Personal Protective Equipment (PPE) and Clothing

The PC is to provide PPE to all employees free of charge, based on the risk assessments and the type of work to be performed.

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

- Hard hats;
- Protective footwear;
- Overalls that ensure worker visibility.
- Eye protection (if required)
- Hearing protection;
- Reflective jackets (No bibs);
- Respiratory Protection (minimum of FFP2) for activities where a more effective mask other than a cloth masks is required;
- Safety Harnesses with Big Hooks; and
- Any other necessary PPE identified from MSDS's and/or risk assessments.

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

All employees and visitors to the site must always wear face masks to prevent the spread of COVID-19 both at the workplaces and inside the buildings.

8.7 Occupational Health and Safety Signage

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

The signage to be displayed shall be in respect of the following:

- No Un-authorized entry – Report to Site Office;
- COVID-19 Awareness Signage / Rules / Notices (i.e. Symptoms; Wearing of Masks; Personal Hygiene; Social Distancing; Isolation Area / Room, etc.)
- 'hard hat area' or other PPE requirements;
- First aid box positions (including vehicles);
- Fire extinguishers;
- Assembly Area;
- Scaffold Signage; and
- Deep Excavations.

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

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

A simple, formal induction program is to be prepared which must be site specific and done in relation to the COVID 19 health and safety risks. Inductions must be carried out for all workers and visitors (including Client) to the site.

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

9 COMMUNICATION ON SITE

All H&S communication during the project between the CHS Agent and the PC will be done in writing, including the issues and responses to non-conformances and H&S audit results.

10 CARE OF WORKERS ON SITE (WELFARE)

The provision of toilets at reasonable distances within the work areas is required in terms of the National Building Regulations and Construction Regulation 30. Clean drinking water is to be available to all employees at all times. Hand washing stations and / or 70% alcohol-based hand sanitizer must be provided. Hand washing soap must also be provided.

At any one time, no employee's belongings are to be found on the active construction area, the Principal Contractor is to ensure that adequate storage facilities are available for employee's belongings.

At least one toilet for each sex and for every 30 workers and must be maintained in a hygienic manner and disinfected regularly to reduce the spread of diseases.

Sheltered eating area to be provided for the workers on site. All facilities to be COVID-19 compliant.

11 DISCIPLINE, ALCOHOL AND SUBSTANCE ABUSE

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person shall be allowed to work or access the site if under the influence of alcohol or other substances that could impact on their own or others safety. Random alcohol testing shall be conducted on site. Care should be taken not encourage the spread of diseases. Single-use disposable alcohol test units to utilized and appropriately disposed of.

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

12 WORKING AT HEIGHTS

A practical site-specific fall protection plan as per the requirements of CR 10 needs to be compiled by a competent person as per unit standard 229994. The Fall Protection Plan must be submitted to the client appointed CHSA for evaluation and approval.

It is envisaged that scaffolding as well as ladders may be utilized to gain access to heights during construction work.

Scaffold erector/s and the scaffold inspector with relevant competencies must be appointed in writing for the purpose of erecting and inspecting scaffolding on the site. A scaffold supervisor must also be appointed to supervise all scaffolding operations on site.

All employees who will be required to work at heights must be declared medically fit to work at heights by an occupational health medical practitioner and the medical certificates must be made available prior to work at heights. All employees working at height shall be in possession of working at heights certificates in line with US 229998.

When working at heights, the effects of wind forces must be considered, and the work must be stopped where significant wind forces are experienced.

13 EXCAVATIONS

The Principal Contractor is to provide a method statement for excavations, and this will be approved by the H&S Agent and the Engineer/Architect.

The Principal Contractor must ensure that all excavations are safe to enter prior to any work commencing. A competent person to supervise excavation work and to inspect all excavations on the site must be appointed in writing.

Area being worked at needs to be properly barricaded or fenced off. Barricading must be done in such a manner that prevents people and animals from falling into open excavations.

All deep excavations deeper than 1m must be sloped or shored to make the work environment for employees safe to work in.

All excavations deeper than 2m must be shored, and shoring must be signed off by the Construction Manager before any work can take place in such excavations.

All excavations on site where employees are performing work, must have a ladder for safe access and egress. The ladder must be long enough to protrude 900mm above the edge of an excavation and must be positioned at every 6m within the excavation length.

Excavations should preferably not be opened beyond what can be worked in daily.

Danger tape or candy tape is not permitted to be used on site as a means of barricading!

Suitable material such as hard-plastic mesh (long durability) adequately supported and being able to withstand a normal person's weight and the elements (wind, rain) must be utilized as barricading.

All open excavations shall be kept clean (dewatered) of stagnating water.

14 TEMPORARY WORKS

The Principal Contractor must appoint a competent person as a Temporary Works Designer to design, inspect and approve the erected temporary works on site before use. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and CHS Agent. Records of temporary works inspections and approvals are to be properly completed by the relevant competent persons and kept in the H&S file for verification.

All temporary works must comply with the requirements of Regulations 6 and 12 of the Construction Regulations 2014. Workers who shall be required to erect, move, or dismantle temporary works structures must be provided with adequate training and instruction to perform those operations safely. If temporary works are to be erected by a Contractor, this must be notified to the Architect / Engineer / CHS Agent. All necessary calculations and drawings of temporary works must be kept on site and available to the PA and CHSA.

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

15 CRANES AND LIFTING OPERATIONS

Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Valid load test certificates for cranes and lifting tackle must be made available before use on site.

Method statements, risk assessments, safe work procedures and training records are to be available prior to work commencing. A procedure for managing loads and lifting operations on the site must be made available as an addendum to the Construction H&S Plan.

16 ELECTRICAL AND MECHANICAL INSTALLATIONS

All electrical and mechanical installations must comply with the requirements of the Health and Safety Act, the Construction Regulation 2014, other relevant regulations and applicable safety standards and industry best practice. This type of work may be done by specialist contractors, in which case, the requirements of Regulation 7 of the Construction Regulations 2014 must be complied with in respect of appointing such contractors. Relevant safe work procedures and technical method statements must be submitted for approval by the PC.

The work must be conducted by appropriately registered contractors and on completion of such installations, certificates of compliance issued by competent persons will be required.

17 DELIVERY OF MATERIALS TO SITE

The PC must reasonably manage all deliveries of material to site. Stacking and storage of materials to be properly coordinated by a person designated for that purpose.

PC to ensure all construction materials and articles are safely stacked in areas designated for that purpose and demarcated accordingly as material laydown areas.

18 CONTRACTOR MANAGEMENT

The Principal Contractor shall remain responsible for all the contractors appointed by him or her, including nominated and selected contractors and shall ensure that they also comply with requirements of this specification and legislated requirements.

All contractors shall be appointed in terms of the requirements of Regulation 7 of the Construction Regulations 2014 and shall enter into a written agreement with the Principal Contractor as stipulated in Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

Contractors must be appointed in writing by the Principal Contractor, and they must submit health and safety plans which shall be evaluated and approved in writing by the Principal Contractor.

Each Contractor must be registered and in good standing with a licensed Compensation Insurer or Compensation Commissioner and a valid letter of good standing must be submitted to the PC.

The PC must audit all the contractors at least monthly and follow up on non-compliances and ensure such are attended to within reasonable time periods as agreed between the Principal Contractor and each Contractor. Audit reports to be made available for verification.

19 COVID 19

Level 1

- No curfew
- Crowded control has been changed to a maximum of half capacity of people indoors. As our project is going to have smaller groups: 20 to 40 people: we simply need to ensure:
 - Contact and social distancing is administered to a minimum of 1 M apart
 - Promoting good hygiene practices and hand washing repeatedly
 - Promoting good ventilation
 - Use of masks over nose and mouth is compulsory, specifically in enclosed works areas.
 - Induction, training and information sharing is critical.

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

- Staying informed, as wave 4 is anticipated and this may involve a new strain of mutated virus.
- Care of vulnerable employees: Protocols, policies and employment procedures
 - No access to site if symptomatic: go test.
 - If +: stay home and isolate for a minimum of 7 days or until all symptoms clear up if sick beyond compulsory isolation.
 - If + but Asymptomatic: report to site and use your mask strictly and correctly at all times. A clean dry mask is to be used over mouth and nose. If you become symptomatic: go home and isolate.
 - Prophylaxis is associated with Vaccinations: Educate employees.

Informed choice involves training and education on the pros and cons on vaccinations.

- Masks use
- Hygiene
- Visual education
- Ventilation.

Stay updated.

Summary:

1. Vaccine can reduce serious, even fatalities due to Covid 19, It reduces hospitalization impacts.
2. Vaccinations are given based on current information and there are reports of blood disorders and other long term health effects in a specific number of vulnerable people in the population. Lack of informed consent is a problem for individual rights, however one's "rights" are limited for societies greater good.
3. It is important that all employees are encouraged to stay informed, seek expert advice and do everything in their power not to contract the disease and to minimize the spread of the disease.

20 NON-CONFORMANCES

The Principal Contractor may be penalized for critical and / or repeat non-conformances with the requirements of this specification, the Principal Contractor's health and safety plan and current health and safety legislation. Penalties shall be in the form of monetary value or work stoppage or both. Penalties of monetary value shall be at the discretion of the CHSA, after consultation with the Client / Consulting Engineer or Architect.

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

<u>Minor:</u> Fine: R50/count	<u>Medium:</u> Fine: R500/count and a non-conformance	<u>Severe:</u> Fine: R5000/count, a non-conformance and/or activity stoppage
Non-use of basic PPE supplied (e.g. Overalls, Safety Shoes, Hardhats) per person	Toilets not supplied or regularly serviced; lack of drinking water	Principal Contractors working without OHS Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS Plan or legal requirements
Lack of OHS signage at work areas	Working without training or the appropriate OHS Method Statements / SWP / HIRA	Invalid/expired Letters of Good Standing with licensed Compensation Insurer
Tools and equipment identified in poor condition during inspections	Non-conformances identified during the previous audit and not addressed within the agreed time frame	Allow people to work at heights without proper training and PPE

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Minor: Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe: Fine: R5000/count, a non-conformance and/or activity stoppage
	No internal monthly Audit Report on file.	Fall Arrest Harness not tied off / worn when a risk of falling exists
	No Medical Certificates of Fitness for relevant workers	Threat to the OHS of persons
	Unsafe work at heights	3 rd Offence on Unsafe Work at Heights
	Poor Housekeeping	Failure to submit consolidated H&S report and relevant document.

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with this specification, the PC's H&S Plan, or any legislative requirements; the PC shall have no claim for extension of time or any other compensation.

21 PROJECT CLOSE OUT REQUIREMENTS

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. On completion of the project, a consolidated health and safety file consisting of the following documents but not limited to, shall be submitted to the client appointed CHSA:

- The H&S Plan and the approval by Client;
- PC Appointment Letter;
- Mandatory Agreement with Client;
- Notification of Construction work and Confirmation letter from DOL.
- Record of Competencies (CVs) and appointments;
- Training Records;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and Injury Management (Accident Stats and Investigations);
- Medical surveillance records;
- Registers and Checklist;
- Internal H&S Audit Reports;
- Contractor H&S Audit Reports;
- Non-Conformance Reports; and
- Any other documents which may be required by the appointed CHSA.

The file must be submitted in an electronic copy stored on a flash drive (USB) and must be arranged chronologically in folders and subfolders where necessary.

22 ANNEXURE A: INCIDENT RECORDING

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS

RECORDING AND INVESTIGATION OF INCIDENTS

A. RECORDING OF INCIDENT

1. Name of employer
2. Name of affected person.....
3. Identity number of affected person.....
4. Date of incident
5. Time of incident.....

6. Part of body affected	Head or Neck	Eye	Trunk	Finger	Hand
	Arm	Foot	Leg	Internal	Multiple

7. Effect on person	Sprains or strains	Contusion or wounds	Fractures	Burns	Amputation
	Electric shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Disease

8. Expected period of disablement	0-13 days	2-4 weeks	>4-16 weeks	>16-52 weeks	>52 weeks or permanent disablement	Killed

9. Description of occupational disease.....

10. Machine/process involved/type of work performed/exposure**

11. Was the incident reported to the Compensation Commissioner and Provincial Director?

Yes	No
-----	----

12. Was the incident reported to the police?*

Yes	No
-----	----

13. SAPS office and reference

*to be completed in case of a fatal incident. ** in case of a hazardous chemical substance, indicate substance exposed to

B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO

1. Name of investigator
2. Date of investigation
3. Designation of Investigator

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

4. Short description of incident

.....
.....
.....
.....

5. Suspected cause of incident

.....
.....
.....
.....

6. Recommended steps to prevent a recurrence

.....
.....
.....
.....
.....

.....
Signature of Investigator

.....
Date

C. ACTION TAKEN BY EMPLOYER TO PREVENT THE RECURRENCE OF A SIMILAR INCIDENT

.....
.....
.....

.....
Signature of employer

.....
Date

D. REMARKS BY HEALTH AND SAFETY COMMITTEE

Remarks

.....
.....
.....

.....
Signature of Chairperson of Health and Safety Committee

.....
Date

Annexure 2

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

- (b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client:

- (b) Name and tel. no of client's contact person or agent:

4. (a) Name and postal address of designer(s) for the project:

- (b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).

6. Name(s) of principal contractor's sub-ordinate supervisors on site in terms of regulation 8(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female: _____

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Names(s) of contractors already selected.

Principal Contractor _____ Date _____

Client's Agent (where applicable) _____ Date _____

Client _____ Date _____

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

**OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993)
CONSTRUCTION REGULATIONS 2014**

AGREEMENT WITH MANDATARY

In terms of Section 37(1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

AND

*Agreement with Mandatary to be completed in black ink and each page
and any change made to be initialled*

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

**OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993
AND CONSTRUCTION REGULATIONS 2014
REQUIREMENTS:**

1. Your attention is drawn to "General Duties of Employers to their Employees" as required by Section 8 of the Act.
2. You are required to:
 - 2.1. Sign a written "Agreement with Mandatary" as required by Sect 37(1)(2) of the Act before commencing any work on site.
 - 2.2. Ensure that all your employees receive the necessary Induction Training and have proof thereof.
Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.
 - 2.3. Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 28.
 - 2.4. Provide the Client/Principal Contractor with your SHE Plan and Specifications
 - 2.5. Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
 - 2.6. Provide the Client/Principal Contractor with written appointment of the person who is going to supervise the Construction Work per Construction Reg. 8
 - 2.7. Provide the Client/Principal Contractor with written designation of your nominated Health and Safety Representative as per Section 17(1).
Note: Your Health and Safety Representative will be expected to attend the Client/Principal Contractor safety meetings.
 - 2.8. If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
 - 2.9. If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4)
Note: If you have difficulty in complying with items 2.7 and 2.8 above, you may arrange/come to an agreement with the Client/Principal Contractor to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.
 - 2.10. When working with Hazardous Chemical Substances, comply with HCS Reg. 3
Note: Asbestos and Lead Regulations are separate.
 - 2.11. When using a Materials Hoist, comply with the requirements of Construction Reg. 19.
 - 2.12. When using Lifting Machines and Lifting Tackle, comply with DMR 19
Note: You may be required to appoint a Banksman to control Lifting/Slings operations
 - 2.13. When erecting/using Scaffolding comply with the requirements of SANS/0085 "Access Scaffolding"
 - 2.14. When doing Demolition Work, comply with Construction Reg. 14
 - 2.15. When doing blasting to comply with Explosives Regulations Chapter 10
 - 2.16. When doing Excavation Work, comply with Construction Reg. 13
 - 2.17. When doing Electrical Installations, comply with the requirements of Construction Reg. 24
Note: Electrician to provide copy of registration as per Elect. Install. Reg. 9(3)
 - 2.18. When using Construction Vehicles, comply with Construction Reg. 23
 - 2.19. When using/erecting Support/Form Work, comply with Construction Reg. 12
 - 2.20. When working over or in close proximity to Water, comply with Construction Reg. 26
 - 2.21. Ensure that good Housekeeping, Stacking and Storage principles are applied on this project as per Construction Reg. 27 and 28
 - 2.22. Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion and comply with requirements of Construction Reg. 29
 - 2.23. If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 8
 - 2.24. When using Explosive Powered Tools, comply with GSR 19
 - 2.25. When Welding, Flame Cutting/Soldering, comply with GSR 9
 - 2.26. When working in Confined Spaces, comply with GSR 5
3. You are responsible for providing your own legal safety documents and registers to comply with the Act's requirements a copy of the OHS Act of 1993 and the Construction Regulations ;2003 will be available for perusal in the Principal Contractor's site office.
4. You are required to comply with General Safety Regulations 2(1) to (7) and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
5. Reporting of Incidents of Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act)
6. Compensation for Occupational Injuries and Diseases Act (No 130 of 1993) You are required to provide the Client/Principal Contractor with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement. If you are not registered, the Client/Principal Contractor may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.

Client Signature

Principal Contractor Signature

Date

Date

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

AGREEMENT WITH MANDATARY IN TERMS OF SECTION 37(1) AND (2)

DEFINITION OF MANDATARY

- includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user

SECTION 37(1)

Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is provided that –

- (a) in doing or omitting to do that act the employee was acting without the connivance of permission of the employer or any such user;
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question, the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall mutates mutandis apply in the case of a mandatary of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of this Act.

ACCEPTANCE BY MANDATARY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993

I, _____ acting for and on behalf of

(Company/Close Corporation/Enterprise/

Owner/User) undertake to ensure that the requirements and provisions of the Act and Regulations are complied with.

Signature: _____ Print Name: _____

Contractor:

Designation: _____ Date: _____

Mandatary-Workmen's Compensation/Federated Employers Mutual No: _____

Signature: _____

Client:

Designation: _____ Date: _____

Contractor ____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

**OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993
CONSTRUCTION REGULATIONS 2014**

PRINCIPAL CONTRACTOR APPOINTMENT

CONSTRUCTION REGULATION 5

5(1): A Client shall be responsible for the following:

- k) to appoint every principal contractor in writing for the project or part thereof on the construction site

APPOINTMENT

Principal Contractor, _____ (name)

of: _____ (Company/Close Corporation/Enterprise/Owner/and Labour Only Contractor) is hereby appointed to perform construction work

at: _____

Job/Safety specifications:

You are reminded that:

1. your documented Health and Safety plan based on the Clients Health and Safety Specifications, is provided to the Client before commencing work on site
2. the Client will discuss/negotiate with you regarding the contents of the Health and Safety Plan to approve it for implementation
3. a Health and Safety File, which shall include all documentation required in terms of the provisions of the Act and Regulations are kept available on site for inspection (Risk Assessments and Fall Protection Plan)
4. should you appoint a Contractor to perform or assist you with Construction Work, the responsibilities as required by the Construction Regulations shall apply to you as if you were the Client
5. you are to promptly provide the Client with any information which might affect the Health and Safety of any person at work carrying out Construction Work or 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
6. as per Regulation 5(1)(o) audits of your Health and Safety Plan will be undertaken on at least a monthly basis.
7. all your Employees must undergo Safety Induction before starting work

Signature: _____ Date: _____
(Client)

Designation: _____

ACCEPTANCE OF APPOINTMENT

I, _____ accept and understand the requirements of this appointment

Signature: _____ Date: _____
(Principal Contractor)

Designation: _____

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

Construction Regulations 2014

MEDICAL CERTIFICATE OF FITNESS

Name of Employee: _____ ID Number _____ Co. Number _____

	* Possible Exposures e.g. Noise, heat, fall risk, confined space, etc.	* Job Specific Requirements Operating mobile crane, digging trenches, erecting formwork and support work, etc.	*Protective Equipment e.g. Dust respirator (light duty), welding gloves, etc.
*Occupation e.g. General worker, welder, bricklayer, Steel fixer, mobile crane operator, etc.			

***The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination**

Declaration by the Medical Examiner:

I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned employee is fit to perform the duties as described by the employer in the matrix above.

Occupational Medicine Practitioner / Occupational Health Nursing Practitioner: (Please print name)

Signature _____ Practice Number: _____ Date: _____

Address: _____

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

26 ANNEXURE E: BASELINE RISK ASSESSMENT

26.1 PURPOSE:

This report discusses the Scheduled Risk Analysis Process and results for Eastern Cape Development Corporation. A Risk Analysis was performed to identify project elements that could have an impact on the project, costs, and schedule. The purpose of this document is to identify as many risks and control measures as possible.

26.2 PROJECT SCOPE:

Refer to paragraph 1.2.

C3.3 – PARTICULAR SPECIFICATIONS

ENVIRONMENTAL MANAGEMENT PROGRAMME

EASTERN CAPE DEVELOPMENT CORPORATION

Standard Environmental Management Programme for Construction and Maintenance Projects

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GLOSSARY

Assessment: means the process of collecting, organizing, analysing, interpreting and communicating information that is relevant for decision-making.

Biodiversity: has the meaning ascribed to it in section 1 of the National Environmental Management: Biodiversity Act (Act 10 of 2004), as follows: the variability among living organisms from all sources, including, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part and also includes diversity within species, between species and of ecosystems.

Competent Authority: means an organ of state responsible for granting or refusing a permit in terms of the applicable Act.

Contaminated water: Means any water contamination by the Contractor's activities, e.g. concrete water and run-off from plant / personnel wash areas.

Contractor: Persons/organisations contracted by the Developer to carry out parts of the work for the planned development. The Contractor shall ensure compliance with this EMP, and shall request advice from the Environmental Control Officer where considered appropriate.

Construction Activities: Activities associated with physical disturbance to the land, including the storage machinery, equipment and materials.

Developer: The developer refers to the EASTERN CAPE DEVELOPMENT CORPORATION or a third party proposing development activities within the ECDC Protected Areas.

Environment: As defined in the National Environmental Management Act, 1998 (Act 107 of 1998), environment means the surroundings within which humans live and that are made up of:

- (i) the land, water and atmosphere of the earth;
- (ii) micro-organisms, plant and animal life;
- (iii) any part or combination of (i) and (ii) and the interrelationships among and between them; and
- (iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and wellbeing.

Environmental Audit: A systematic, documented verification process of objectively obtaining and evaluating evidence to determine whether specified environmental activities, events, conditions, management systems, or information about these matters conform with audit criteria, and communicating the results of this process to the developer.

Environmental Control Officer: The Environmental Control Officer is responsible for monitoring, reviewing and verifying compliance with the EMPr by the Contractor.

Environmental Management Programme: means Environmental Management Programme as contemplated in regulation 24 of the National Environmental Management Act (No 107 of 1998).

Groundwater: All subsurface water that fills voids between highly permeable ground strata comprised of sand, gravel, broken rocks, porous rocks, etc. and which moves under the influence of gravitation.

Hazardous waste: Waste, that even in small amounts can cause damage to plants, animals, their habitat and the well-being of human beings, e.g. waste from factories, detergents, pesticides, hydrocarbons, etc.

Impact: A description of the potential effect or consequence of an aspect of the development on a specified component of the biophysical, social or economic environment within a defined time and space.

Infrastructure: The network of facilities and services that are needed for economic activities, e.g. roads, electricity, water, sewerage.

Method statement: Written statements that contain details about construction/maintenance procedures required for work near sensitive environments in the site, including environmentally sensitive activities such as waste management, construction within wetlands, dust control, erosion and sediment control, etc. A work method statement is predominately used in construction to describe a document that gives specific instructions on how to safely perform a work related task, or operate a piece of plant or equipment.

Mitigation: means to anticipate and prevent negative impacts and risks, then to minimise them, rehabilitate or repair impacts to the extent feasible.

Protected Area: means any of the protected areas referred to in section 9 of the National Environmental Management: Protected Areas Act, Act 57 of 2003.

Pollution: National Water Act, Act 36 of 1998 defines pollution as follows: “Water pollution means the direct or indirect alteration of the physical, chemical or biological properties of a water resource so as to make it –

- (a) less fit for any beneficial purpose for which it may reasonably be expected to be used; or
- (b) harmful or potentially harmful –
 - (aa) to the welfare, health or safety of human beings;
 - (bb) to any aquatic or non-aquatic organisms;
 - (cc) to the resource quality; or
 - (dd) to property”.

National Environmental Management Act, Act 107 of 1998: defines pollution as follows: “pollution means any change in the environment caused by –

- (i) substances;
- (ii) radioactive or other waves; or
- (iii) noise, odours, dust or heat emitted from any activity, including the storage or treatment of waste or substances, construction and the provision of services, whether engaged in by any person or an organ of state, where that change has an adverse effect on human health or well-being or on the composition, resilience and productivity of natural or managed ecosystems, or on materials useful to people, or will have such an effect in the future.”

Rehabilitation: Rehabilitation is defined as the return of a disturbed area to a state which approximates the state (wherever possible) which it was in before disruption.

Waste Management: Classifying, recycling, treatment and disposal of waste generated during construction and decommissioning activities.

ABBREVIATIONS

DEA:	Department of Environmental Affairs
DEDEAT:	Department of Economic Development, Environmental Affairs and Tourism
EA:	Environmental Authorisation
ECHRA:	Eastern Cape Heritage Resources Agency
ECDC:	Eastern Cape Development Corporation
ECO:	Environmental Control Officer
EIA:	Environmental Impact Assessment
EMPr:	Environmental Management Programme
OHS:	Occupational Health and Safety
NEMA:	National Environmental Management Act
PA:	Protected Area
SAHRA:	South African Heritage Resources Agency

1. INTRODUCTION

As the delegated management authority of various protected areas across the Eastern Cape Province, the Eastern Cape Parks and Tourism (hereafter the 'ECDC') is responsible for ensuring that all activities within Protected Areas (PA) are executed in an environmentally sound manner. Hence this Standard Environmental Management Programme has been developed.

An Environmental Management Programme (EMPr) can be defined as a programme of action which sets out a process and methodology to manage and monitor activities that will have an impact on the environment.

This EMPr provides a set of guidelines for environmental management in accordance with all relevant legislation, policies and standards. The aim of this EMPr is to prevent avoidable damage and/or minimize or mitigate unavoidable environmental damage associated with any construction, maintenance or demolition work on any ECDC PAs. The use of this EMPr is twofold:

- Firstly, the mitigation measures can be used to provide best practices to those activities which capacity is below the thresholds listed in the National Environmental Management Act (NEMA), Act 107 of 1998: Environmental Impact Assessment (EIA) Regulations of 2014; therefore no environmental authorization (EA) is required in terms of the NEMA.
- Secondly, the mitigation measures can provide guidance for NEMA: EIA applications to obtain EA prior to commencement of activities that trigger the thresholds in the NEMA: EIA Regulations of 2014.

In this regard this EMPr adopted a precautionary approach, or in the case of management recommendations, a philosophy of 'best practice'. The document should be regarded as a dynamic or 'living' document, which may require updating, or revision according to requirements, needs and specifications of projects. It is essentially a written strategy of how the environment is to be managed in practical and achievable terms. The efficiency of the EMPr will be limited by the level

of adherence to the conditions set forth in this document by the Developer and if required the Contractor/Suppliers. It is further assumed that compliance with the EMPr will be monitored on a regular basis as set out in the document and contractual clauses of contract/s awarded.

Key Objectives of the EMPr:

The key objectives are summarized as follows:

- Identify the possible environmental impact of the proposed activity;
- Promote compliance with the relevant environmental legislation and project commitments;
- Develop measures to avoid, minimize and/or mitigate possible environmental impacts;
- Provide a guidance to the management and notification of environmental incidents; and
- Provide general improvements in environment maintenance methods.

2. APPLICABLE LEGISLATION

The supreme law of the land is “The Constitution of the Republic of South Africa”, which states: “Everyone has the right-

- (a) to an environment that is not harmful to their health or well-being; and
- (b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that-
 - (i) prevent pollution and ecological degradation;
 - (ii) promote conservation; and
 - (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

In addition Section 28 of the National Environmental Management Act (Act 107 of 1998) states “Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorized by

law or cannot reasonably be avoided or stopped, to minimize and rectify such pollution or degradation of the environment.”

Legislation applicable to protection of the environment in terms of Environmental Management include but are not restricted to:

- Animals Protection Act, 1962 (Act 71 of 1962)
- By-laws of the Municipal Area where the Protected Area is located.
- Ciskei Conservation, 1987 (Act 10 of 1987)
- Conservation of Agricultural Resources Act, 1983 (Act 43 of 1983)
- Constitution of South Africa Act, 1996 (Act 108 of 1996)
- Eastern Cape Development Corporation Act, 2010 (Act 2 of 2010)
- Environment Conservation Act, 1989 (Act 73 of 1989)
- Game Theft Act, 1991 (Act 105 of 1991)
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)
- National Forest Act, 1998 (Act 84 of 1998)
- National Heritage Resources Act, 1999 (Act 25 of 1999)
- National Road Traffic Act, 1996 (Act 93 of 1996)
- National Veld and Forest Fire Act, 1998 (Act 101 of 1998)
- National Water Act, 1998 (Act 36 of 1998)
- Nature and Environmental Conservation Ordinance, 1974 (Act 19 of 1974)
- NEM: Biodiversity Act, 2004 (Act 10 of 2004)
- National Environmental Management Act, 1998 (Act 107 of 1998)
- NEMA: Environmental Impact Assessment Regulations, 2014 (as amended on 7 April 2017)
- NEM: Integrated Coastal Management Act, 2008 (Act 24 of 2008)
- NEM: Protected Areas Act, 2003 (Act 57 of 2003)
- NEM: Waste Management Act, 2008 (Act 59 of 2008)
- Mountain Catchment Areas Act, 1970 (Act 63 of 1970)
- Occupational Health and Safety Act, 1993 (Act 85 of 1993)
- Problem Animal Control Ordinance, 1957 (Act 26 of 1957)

- Soil Conservation Act, 1969 (Act 76 of 1969)
- Transkei Decree, 1992 (Act 9 of 1992)
- If required, the World Heritage Convention Act, 1999 (Act 49 of 1999) and Operational Guidelines for the Implementation of World Heritage Convention (2 Feb 2005)

This EMPr will be part of a project tender and contract and is thus a legally binding document. The incorporation of environmental considerations into the tender and contract documents is a fundamental prerequisite for the effective implementation of the EMPr. This EMPr should be kept on site where the construction, maintenance or demolition activities will occur, at all times.

Should an amendment to this EMPr be required, amendments may only be implemented once the amended EMPr has been approved by the ECDC.

3. ROLES, RESPONSIBILITIES AND CONTRACT OBLIGATIONS

3.1 Implementation and Compliance

As the management authority of the ECDC PAs, the ECDC must ensure implementation and compliance of this EMPr, including any environmental rehabilitation that may be required. Supervision and monitoring are fundamental to the successful implementation of an EMPr. Therefore, it is vital that there is monitoring of the extent to which the mitigation measures of this EMPr are adhered to by consultants and contractors.

3.2 Competent Authority

The relevant competent authority responsible for granting environmental authorisations must be identified in terms of Section 24C of the NEMA.

3.3 Developer

The developer, ECDC and/or third party, must take full responsibility to ensure implementation and compliance of this EMPr. The Developer must do the following to ensure compliance:

- Ensure that the professional team and the Contractors are appropriately briefed and that their appointment includes environmental management requirements as relevant.
- Ensure that he/she is kept up to date of the performance of the project against the requirements of the EMPr.
- Ensure that appropriate action is taken where consistent incidents of non-compliance are taking place.
- Ensure that any corrective action required by the authorities is implemented.

3.4 ECDC Project Manager

The ECDC must designate an ECDC employee as the Project Manager to take responsibility for the implementation of the project, including this EMPr to ensure that the Principal Agent and Contractor fulfil their obligations.

3.5 Principal Agent

The Principal Agent is the designated or appointed person by the ECDC to ensure the implementation and completion of any development contract as per the agreement with the ECDC. The scope of the projects may determine who the Principle Agent for a project will be:

- For large projects (e.g. construction of lodges): The Principle Agent will usually be an appointed architect, engineer or a designated Project Manager appointed by contract with the ECDC. The Principal Agent may also be an employee of the ECDC, delegated to act as the project's Principle Agent.
- For smaller projects (e.g. construction of signage boards, maintenance of existing infrastructure): The Principal Agent for smaller projects may be an employee appointed by the ECDC, such as the Reserve Manager where the project will be implemented.

3.6 Environmental Control Officer

The position of Environmental Control Officer has been created to ensure that the mitigation measures and other requirements set forth in the EMPr are adhered to.

The duties of the appointed ECO include the following:

- The ECO should be able to understand, interpret, monitor, audit and implement the EMPr. This is the core function of the ECO.
- Ensure the necessary permits, if any, have been obtained prior to commencement of the project.
- Identify the risks of environmental damage and the actions/ requirements necessary to avoid and/ or mitigate environmental damage.
- Determine site visit intervals prior to the commencement of project.
- Complete environmental monitoring checklists (see Appendix 1 for proforma) during site visits and keep a photographic record of progress of the project from an environmental perspective. It is recommended that the photographic record should contain photos prior, during and post monitoring of the project.
- Report back on any environmental issues/incidents to the Contractor and the Developer once per month; and as a standard item on the monthly project meeting agenda.
- If necessary, update the relevant competent authority/ies of work progress on site.
- Prepare an environmental audit report at the conclusion of the project.

These duties are to be carried out by an independent ECO or a person delegated by the Agency such as the Reserve Manager or Section Ranger (should the Reserve Manager fulfill the role as Principle Agent) of the Nature Reserve. The appointed official should liaise with the Principle Agent, Project Manager, Contractor, Ecologist and Environmental Planner to identify and mitigate risks of environmental damage. For projects where any ECDC official is unable to carry out the above role then ECDC should appoint a qualified independent consultant to fulfill the duties. Copies of the monitoring report should be circulated within five (5) working days after the site visit to the relevant staff in the ECDC.

3.7 Contractor

Hereafter referred to as the 'Contractor' in this document. The construction team/ Contractor shall:

- Ensure that the environmental specifications of this document are effectively implemented. This includes the on-site implementation of steps to mitigate environmental impacts.
- Monitor environmental performance and conformance with the specifications contained in this document during site inspections.
- Discuss implementation of and compliance with this document with staff at routine site meetings.
- Report non-compliance with the EMPr and Environmental Authorization (if required and obtained) to the ECDC PM and ECO immediately (on discovery) or within 24 hours of the event discovered or occurred.
- Report progress towards implementation or non-conformances with this document at site meetings with the ECDC PM.
- Ensure that suitable records are kept, and appropriate documentation is available to the ECDC PM.
- Ensure that employees under the contractor are trained in accordance with the requirements of the EMP.
- The Contractor will conduct all activities in a manner that minimises disturbances to and impacts on the environment.

3.8 Occupational, Health and Safety (OHS) Officer

The Contractor or Principal Agent must appoint an OHS Officer and his/her role is to support the successful implementation of the EMPr through:

- Site evaluation on a daily basis.
- Identifying issues relating to day to day activities and that can have a detrimental effect on the environment.
- Subcontractor audits to ensure compliance.
- Assist in the direct implementation of the EMPr.

- Ensure that the requirements of the EMPr are communicated understood by personnel on site via induction sessions.
- Ensure that the contractors on site develop, implement and monitor the required OHS management functions.
- Evaluate the applicability and accuracy of the EMPr and the method statements throughout the project phase.
- Coordinate all statutory requirements including permit authorization and license requirements.
- Conduct or have conducted a hazard analysis and take the necessary corrective action.
- Where it is not possible to remove any remaining hazards to inform employees thereof and what precautionary action is to be taken.
- Detail mitigation measures required to be taken and the procedures for their implementation to the project manager.
- Represent OHS issues at the project meetings.
- Coordinate OHS training of personnel.
- Coordinate spill response personnel.
- Inspect the integrity of the hazardous waste containers/bins/skids on a weekly basis.

3.9 The EMPr in Context

This EMPr will form part of a project tender and contract. The mitigation guidelines be written into the contract documents as specifications.

3.10 Flexibility

The EMPr is a dynamic and flexible document subject to review and updating. During the implementation of a project there is always the possibility that unforeseen issues could arise, this EMPr should therefore be revised where necessary to mitigate unanticipated impacts. Any major issues not covered in the EMPr shall be addressed as an addendum to this EMPr, submitted for approval by the ECO to the Developer (ECDC and third party) prior to implementation.

Note: The purpose of the EMPr is to serve as a guiding document for addressing possible environmental impacts associated with construction, maintenance or demolition activities that does not trigger any listing activities in terms of the NEMA: EIA Regulations of 2014 (as amended 7 April 2017). Should any proposed activities trigger the NEMA: EIA Regulations of 2014 (as amended 7 April 2017), then the mitigation measures of this EMPr may be additional to the EMPr that will be developed by the Independent Environmental Consultant to assess the project.

3.11 EMPr Implementation Period

The EMPr will focus on and operate during the whole implementation of construction and maintenance phase of projects. This EMPr shall apply throughout the ECDC, its employees and contractors/ suppliers.

3.12 Failure to comply with EMPr

Outlined below are a number of steps, relating to increasing severity of environmental problems, which will be implemented. The principle is to keep as many issues within the first few steps as possible.

Step 1: The ECO discusses the problem with the contractor or guilty party, and they work out a solution together. The ECO records the discussion and the solution implemented.

Step 2: The ECO or ECDC observes a more serious infringement, and notifies the guilty party in writing, with a deadline by which the problem must be rectified. All costs will be borne by the contractor.

Step 3: The ECO shall order the contractor to suspend part, or all, the works. The suspension will be enforced until such time as the offending party(ies)', procedure or equipment is corrected and/or remedial measures (approved by the ECDC) put in place if required. The ECDC to provide written approval of rehabilitation measures proposed. No extension of time will be granted for such delays and all cost will be borne by the contractor.

Step 4: Breach of contract - One of the possible consequences of this is the removal of a contractor and/or equipment from the respective protected area and/or the termination of the contract, whether a construction contract or an employment contract. Such measures will not replace any legal proceedings that ECDC may institute against the contractor.

3.13 On-site EMPr training

- Training on the EMPr shall be provided prior to the commencement of the contract. The purpose of the training is to communicate potential environmental impacts relating to construction, demolition and/or upgrade activities to ensure that precautionary measures are undertaken to avoid and/or mitigate the impacts.
- The ECO or official delegated by the ECDC shall give initial EMPr training prior to any work starting on site. The training record must be kept on the project file for each training.

3.14 Communication Procedure/s

3.14.1 On project start-up meeting

- The mandatory on-site start-up meeting should be conducted preferably 14 days but not less than 5 working days prior to commencement of any site/camp establishment, earthworks and/or construction, demolition or upgrade activities and will relate to additional discussed information that must be complied with during the entire project.
- The project start-up meeting should consist of the Contractor, Principal Agent, ECO, Reserve Manager, OHS Officer, Project Manager, and relevant Ecologist.
- All site-specific issues and arrangements as discussed and agreed on a site start-up meeting, must be recorded and included as part of the EMPr.
- At the site start-up meeting, the following issues must be discussed:
 - ✓ The EMPr and other relevant site documents including permits that have been obtained.
 - ✓ Method statement/s to be discussed.
 - ✓ Access routes
 - ✓ Work Areas

- ✓ No- go areas demarcated and communicated
- ✓ Materials stockpile and lay down areas to be demarcated
- ✓ Method of stockpiling to be discussed
- ✓ Firefighting procedures
- ✓ Mandatory firefighting equipment and fire preventative measures
- ✓ Mandatory site equipment and facilities
- ✓ Waste facilities and removal intentions
- ✓ Placement, type and servicing of toilets to be agreed on
- ✓ Placement and type of rubbish bins and removal of rubbish to be agreed on
- ✓ Environmental awareness training session to all contractors and onsite staff.
- ✓ Location and establishment of concrete batching plant facility, if applicable.
- ✓ Frequency of site audits
- ✓ Emergency Incident Management and Reporting

3.14.2 Monthly progress meetings

- Environmental matters pertaining to the project must be included as an agenda item on the monthly project construction progress meeting.
- The Environmental Planner, or the ECDC employee delegated to carry out the duties of the ECO, or an independent appointed ECO must be invited to monthly progress meetings to discuss findings of site audits, mitigation measures and other issues arising from or pertaining to the implementation of the EMPr conditions.

3.15 Method Statements

The Contractor or relevant ECDC employee responsible for implementing the project must provide written Method Statements to the Principal Agent and ECO for all environmentally sensitive activities, as per the Method Statement (Proforma attached at Appendix 2).

Method statements are required for the following aspects of works:

MS 1: Demarcation of working areas and No-go areas

MS 2: Location and establishment of Construction camp (if required)

MS 3: Storage of construction material and hazardous substances

MS 4: Wastewater management

MS 5: Flora management and vegetation clearance

MS 6: Solid waste management

MS 7: Removal and stockpiling of topsoil and other excavated material

MS 8: Dust control

MS 9: Traffic Control

MS 10: Watercourse Management

MS 11: Demarcation of Sensitive Areas

MS 12: Site Clearing

MS 13: Soil Erosion and Control

MS 14: Heritage Resource Management

MS 15: Cement batching location and method

3.16 Audits

- The Audit of the environmental monitoring checklists in terms of the EMPr for each project must be completed by the Environmental Planner together with the relevant Ecologist or an independent auditor if required.

- Hardcopy versions of all ad hoc written or photographic records of significant environmental incidents should be filed by date with completed Audit Checklists. Significant impacts must be recorded photographically with enough supporting information to locate the image on the site, preferably a GPS coordinate accurate to 10m or better.
- The frequency of Audits should be discussed and agreed upon prior to commencing of projects.

4. DESCRIPTION OF MITIGATION MEASURES

This chapter of the EMPr serves to prescribe mitigation measures to reduce or avoid impacts to acceptable levels. Note the practical implications must be taken into account when implementing the measures. With early planning both the cost and the impacts can be minimized.

5. PLANNING AND DESIGN PHASE

The proponent of the project should ensure that the project is in line with the objectives of the Management Plan (including the zonation map) of the relevant ECDC PA. Design and layout should be done in consideration of the sensitivity of the environment and the relevant legislation and regulations (including the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)).

If required, all Structural Building Plans are to be submitted to the Local/ District Authority for approval and no building construction activities will be undertaken inside the protected area without an approved plan.

6. PRE-PROJECT COMMENCEMENT PHASE

Activities relating to this phase are those relating to the preparation of the site prior to commencement of works.

6.1 EMPr Training

- EMPr Training should be provided to the staff on site to familiarize the staff with the contents of this EMPr. The ECO or the ECDC official delegated to carry out the duties of the ECO may provide EMPr training.
- Proof must be obtained to show that the training has been conducted.

6.2 Site Establishment

- If necessary, camps and staff accommodation facilities on the site will be required to be established in appropriate locations prior to the commencement of construction, preferably within already disturbed areas.
- The location for the establishment of site/s for the storage of materials, site office, containers and ablution facilities must be clearly indicated on site and remain constant for the duration of the development activities. The footprint of the agreed work areas should be maintained at a bare minimum to minimise the potential ecological impacts.
- After completion of the contract, the areas will be required to be rehabilitated.
- Refer to approved management plans (such as Conservation Development Plan/Zonation plan) for guidance.
- Site establishment needs to be approved by ECO supported by the Environmental Planner, Ecologist and Reserve Manager.

6.3 Sensitive Areas

- Due to the high number of endemic species on ECDC PAs and to avoid injury or disturbance of any animal, sites to be cleared need to be inspected by the relevant Ecologist (where necessary) prior to any work activities taking place and transferable animals and plants moved from the site to a new suitable location prior to commencement of works. The contractor must also take care when work occurs around breeding areas to avoid any negative impacts. Nests must also be carefully moved, to the satisfaction of the Ecologist, ECO and/ or Nature Reserve Manager, if found on work sites.

- The clearing of vegetation and excavation activities near sensitive areas needs to be environmentally sound at all times. It is important to note that the removal of soil and vegetation near wetlands or rivers might lead to the formation of dongas.
- Protect all areas susceptible to erosion and take necessary measures, to the approval of the ECO. The Contractor shall not allow erosion to develop on a large scale before effecting repairs and all erosion damage shall be repaired as soon as possible.

6.4 No-go Areas

- All rivers and wetland areas must be considered 'NO-GO' areas; no vehicles shall be allowed to drive through rivers, streams and wetlands.
- No person, machinery or equipment may enter the 'NO-GO' areas at any time during the contract period.
- In the event that sensitive features are threatened by the construction, maintenance or demolition activities, temporary fencing off of the areas (for individual areas such as wetlands, trees or rocks) or the work area (when working in a mainly natural environment) is recommended.
- This demarcation must be done by the ECO, Ecologist and/ or Nature Reserve Manager.
- **Procedure to follow:** The ECDC must determine and delineate the construction, demolition, maintenance, storage and "NO-GO" areas on site. The working areas and 'NO-GO' areas must be shown on a site map of at least A1 size posted in the site office, and be demarcated by danger tape and/or fencing on site. To avoid damage to the 'NO-GO' areas, the site map should also include:
 - ✓ areas where construction, maintenance, or demolition work may be carried out;
 - ✓ areas where any material or waste may be stored; and
 - ✓ allowed access routes, parking and turning areas for construction or construction related vehicles.

6.5 Heritage

- In known archaeological sensitive areas the South African Heritage Resources Agency (SAHRA) should be consulted, in order to:

- ✓ Confirm the absence of archaeological sites and/or artefacts;
- ✓ Relocate, demarcate or recommend further conservation / preservation actions and measures for any identified archaeologically “sensitive” area and/or artefacts prior to the commencing of any work at the sites, and
- ✓ Point out and/or demarcate all archaeologically “sensitive” areas to the contractors.

6.7 Access Roads

- Access routes and internal camp roads shall be planned in conjunction with the Nature Reserve Manager, Ecologist, Section Ranger and ECO and once finalised only the agreed roads must be used.
- Roads must be planned to deviate around significant trees and Red Data Species marked out in an approved manner by the ECO and Ecologist.

6.8 Water Supply

- Note all water use/s should be in accordance with the National Water Act (Act 36 of 1998).
- Reserve Manager must point out to contractors where they can obtain water (e.g. water for mixing of cement as well as for drinking). Contractors shall not make use of/collect water from any source other than those pointed out to them as suitable for use by them.

7. PROJECT COMMENCEMENT PHASE

7.1 Project Site

If any site has to be relocated due to unforeseen circumstances, an alternative site must be identified and agreed upon by the ECO, Environmental Planner, Ecologist and/or Reserve Manager (if not the ECO).

7.2 Movement of Personnel and Equipment

All staff and equipment must remain within the demarcated work areas at all times. This should be monitored by the Contractor if appointed or by the Reserve Manager. Permission should be obtained from the Nature Reserve Manager prior to the movement of staff and/ or equipment outside the boundaries of the agreed work areas.

7.3 Staff management, Ablution and Eating Facilities

- External workers are to make use of the chemical toilets to be provided by the Contractor. Maintenance of the chemical toilets should be done on a regular basis to prevent any leakages. Under no circumstances may neighbouring open areas or the surrounding bush be used as a toilet facility.
- At least one chemical toilet must be made available for every 15 persons at each working station or as stipulated by appropriate legislation.
- To prevent toilets from blowing over, they must properly be secured, containing a functioning door and lock.
- No food may be left outside unattended and no foodstuff is to be left overnight. No food may be disposed of in the surrounding areas.
- Washing facilities shall be provided with flow reduction devices and adequate catchment to contain wash water. Only biodegradable soap shall be allowed (as provided by the Contractor).
- Water from wash basins shall be re-used wherever possible.
- No toilet shall be located in sensitive environments (i.e. in or near watercourses).
- Fires of any sort (e.g. for cooking by workers or burning of waste) are forbidden on site.

7.4 Access and movement

- Access shall only be granted to the site during normal working hours (08:00 – 17:00) Mondays – Fridays, unless specified.
- All personnel shall be off site by gate closing time unless permission was granted by the Reserve Manager to stay on site and provided for as part of the contract.

- Work areas and access routes must be demarcated by danger tape on site posts or temporary fencing to minimise environmental impact.
- All vehicles must remain within demarcated access routes and working areas on site.
- To ensure no disturbance to ECDC management activities, especially for compliance monitoring, all existing roads should not be blocked during the project.
- The proclaimed speed limit of 40 km/h, unless specified in the Nature Reserve must be strictly adhered to.
- The ECO should monitor the conduct of drivers and report any negative impact to the contractor immediately.
- Upon completion of the project, the Contractor (if appointed) or Reserve Manager must ensure that the access roads are returned to a state no worse than prior to commencement of works. A photographic record should be documented of the construction camp (if required), all access roads and proposed development sites.
- If two-way traffic movement is to take place, passing bays are to be used where specified by the ECO to prevent access / detours into the surrounding areas. The drivers delivering project materials to site are to be made aware of this. They may not drive off the road in order to allow another vehicle to pass.
- Continual use of dirt access roads by heavy machinery and increased transport loads means they will have to be carefully monitored and regularly graded as soon as potholes or rutting occurs.
- All Contractors, subcontractors and staff shall be identified by clothing with company logos and be in possession of valid SA identity documents.
- All drivers of company vehicles must be in possession of valid drivers' licenses while driving within the reserve.
- Deliveries, removals etc. are to be completed during gate open times only.

7.5 Fauna and Flora

- Care shall be taken to preserve all vegetation in the immediate area of temporary stockpiles.
- Construction and/or maintenance activities shall be confined to the demarcated areas to avoid accidental injury of animals.

- No animals, including mammals, birds, snakes and invertebrates may be harmed or killed.
- Trapping, poisoning and/or shooting of animals is strictly forbidden.
- No domestic pets or livestock are permitted on site.
- Advise neighbouring landowners to keep all animals away from construction/ maintenance site.
- Restrict access to site for any animal through assembly of gates, fences etc. to avoid injury to animals.
- Reduce speed on roads (max 40km/h, unless specified) to avoid injury of animals present in the vicinity.
- Stealing of animals is a criminal offence and is forbidden.
- To avoid injury of any animal and breeding habitats, sites to be cleared need to be inspected and transferable animals moved from the site to a new and benign location. Care must be taken when projects occur around breeding areas to avoid any negative impacts. Nests must also be carefully moved if found on demarcated project sites.
- Activities must also take into consideration the breeding periods of surrounding bird species, limiting construction/maintenance work during that time period and also reducing any negative impacts which may be caused on surrounding species.
- No plants outside of the demarcated work areas may be damaged.
- No firewood may be collected.
- All incidents of harm to any animal or natural vegetation (apart from the agreed upon areas) must be reported to the ECO.
- No natural features should be defaced, painted, damaged or marked, if these should occur (e.g. trees, rock formations, buildings, etc.) situated in or around the Site the ECO must be informed at once.
- The areas of vegetation that are to be protected during construction/maintenance project must be demarcated and indicated on a site plan. A Method Statement is to be submitted to the ECO by the Contractor, detailing the method of fencing for protection of the conservation areas.

7.6 Soil

- Topsoil must be treated with care, must not be buried or in any other way be rendered unsuitable for further use (e.g. by mixing with spoil) and precautions must be taken to prevent unnecessary handling and compaction.
- No soil (for construction purposes) will be sourced from the watercourse.
- Stockpiles should ideally be located to create the least visual impact and must be maintained to avoid erosion of the material and contamination of surrounding environment.
- Ideally, topsoil stockpiles are not to exceed 1.5 m in height.
- Any topsoil removed during the planting process must be backfilled or levelled on site; and ensure that the topsoil is replaced on the surface and not below the ground.
- Stockpiles and storage yards should be demarcated in areas already disturbed or where disturbance will be minimal.
- The location of spoil stockpile sites shall be agreed upon by the ECO prior to the onset of any operations that will generate spoil materials. No spoil material shall be dumped outside the Nature Reserve. All waste should be disposed a registered landfill site. Proof of disposal should be provided to the Reserve Manager for record purposes.
- Where at all possible, excavations must not stand open longer than 2 days, and should preferably be opened and closed on the same day. They should not be permitted to stand open longer than a week under any circumstances. Excavations must be marked with tape to clearly demarcate the area and warn against access.
- Excess topsoil is to be spread evenly over the area in a manner that blends in with the natural topography.

7.7 Management and Storage of Materials (including equipment)

- Materials to be used during construction/ demolition/ maintenance shall only be stored on demarcated sites.
- Contractors will not be allowed to store new material outside demarcated areas (e.g. on the sides of the access road or among the natural vegetation or next to the existing access road).

- All vehicles and equipment must be maintained in a good condition in order to minimise the risk of leakage and possible contamination of the soil or storm water by fuels, oils and hydraulic fluids.
- Earthmoving equipment and vehicles should be inspected and serviced regularly to allow for timeous identification of fluid leaks.
- If relevant, a method statement should be provided for activities related to the scope of work:
 - ✓ Type and quantity of material to be stored;
 - ✓ Whether any oil contaminated/ containing equipment will be stored;
 - ✓ How (including what type of vehicles will be required) the material will be delivered on site at the necessary storage area; and
 - ✓ Whether there is any risk of spill or runoff of any materials or chemicals and how the risk/spill will be mitigated.

7.8 Management of Hazardous Material

- Concrete and cement preparation activities shall not be permitted in any sensitive environments and no mixing shall be allowed on bare soil / permeable ground surfaces.
- Mixing activities must take place on an impermeable surface and the mixing area should be bunded to contain any liquids to prevent contamination of soil and storm water.
- Used cement bags shall be collected and stored in containers to prevent wind-blown cement dust and water contamination.
- The re-use of discarded cement bags on site is forbidden.
- Water from concrete washing must either be re-used in concrete mixes or must be stored in drums, then removed from the site and disposed of at a licensed municipal dump site.

7.9 Waste Management

- A method statement to the approval of the ECO and/or Reserve Manager (if not ECO) should be provided prior to commence of project.
- Ensure that all litter is collected daily from the work area. Similarly, all bins shall be emptied daily.

- All waste should be discarded at a registered waste management facility/ landfill site, particularly those waste or materials that could have an impact on surface or groundwater quality when coming into contact with water.
- Waste bins and skips must be used.
- Waste bins must contain lids to prevent content from blowing away or accumulating rain water or being accessible to animals.
- Working sites and eating areas should be maintained in a clean, hygienic and orderly state.
- Separate bins should be provided for various materials to facilitate recycling. The bins should have liner bags for easy control and safe disposal of waste.
- The excavation and use of rubbish pits on site is forbidden.
- The burning of waste is forbidden.
- Contaminated soil (resulting from oil spills, etc.), unwanted cement bags and water used for washing concrete equipment are regarded as hazardous waste and should be disposed of at a permitted hazardous waste landfill site. Written proof of disposal at the permitted waste landfill site should be obtained and provided to the ECO.

7.10 Dust

- Precautions should be taken to the satisfaction of the ECO to limit the production of dust and damage caused by dust.
- All dust control measures should be in accordance with the National Dust Control Regulations in terms of the National Environmental Management: Air Quality Act (Act 39 of 2004).
- Generation of dust shall be minimised and dust nuisance shall be kept to a minimum wherever possible.
- Dust from exposed soil surfaces shall be minimised at all times, only using water spray during very windy conditions.
- Reasonable measures must be undertaken to ensure that any exposed areas and material stockpiles are adequately protected against the wind.
- Dust screens of a suitable height should be erected wherever required and possible.

- All exposed surfaces should be minimised in terms of duration of exposure to wind and storm water.

7.11 Occupational Health and Safety

- The application of all Occupational Health and Safety Regulations must be ensured. This includes the distribution and use of protective clothing and equipment to at least include safety shoes, overalls, gloves, dust masks, and where appropriate ear muffs and eye/face protection shields.
- A health and safety plan needs to be submitted before commencement of the project (especially construction work).
- Health and safety file needs to be on site and available at all times.
- All employees working on site should be inducted on health and safety before starting any work.
- Personal Protective Equipment (PPE) (safety vests and helmets) should also be provided for visitors.
- Hand out and use of safety and protective equipment must be recorded. Staff who fails to use the protective equipment provided by site staff must not be allowed to work at the facility.
- Emergency procedures for fire, adverse conditions due to inclement weather, spillages, stoppage of operations due to refusal to work by employees, etc. must be included in the emergency procedures.
- All relevant firefighting equipment should be kept on site.

7.12 Watercourses

- All activities should be conducted at least 32 m away from all watercourses unless directed to do so through the relevant permits.
- No vehicles allowed in watercourse areas.
- No destruction of watercourses is allowed unless permitted to do so by the relevant permit/s.
- The project area footprint should be maintained at a bare minimum to minimise the potential ecological impacts.

- No dumping of any excess building material or other wastes or litter should be allowed within any watercourse.
- No soil (for any purposes) will be sourced from the watercourse.
- Earthmoving equipment and vehicles should be inspected and serviced regularly to allow for timeous identification of fluid leaks.
- No littering, waste disposal or other pollution of watercourses.
- Subsistence hunting or harvesting of fauna or flora within the watercourse is prohibited.
- No fishing or bathing in watercourse/s.

7.13 Soil Erosion

- Stormwater management procedures to the satisfaction of the ECO should be put in place to control runoff and prevent erosion.
- Measures to the approval of the ECO shall be taken to prevent all areas susceptible to erosion. No erosion should be allowed to develop on a large scale before effecting repairs and all erosion damage shall be repaired as soon as possible.
- Note that specifics of erosion protection work will vary from situation to situation. Specifics should be cleared with the Reserve Manager and/or ECO and comply with the contract specifications.
- Where required, cut-off trenches can be installed to divert substantial run-off and prevent erosion.

7.14 Fire Management

- No fires are permitted in areas that are not dedicated for such purposes.
- All relevant firefighting equipment should be kept on site.
- Due to the threat fire poses to the PA no smoking is allowed. If required, a designated smoking area should be provided and clearly demarcated and signposted with a facility for safe containment and disposal of cigarette butts.
- Firebreak should be maintained around offices (including temporary construction offices).
- All fire management should be done in compliance with the Fire Management Plan of the PA.

7.15 Noise Control

- Noise levels must be kept within acceptable limits for a PA, and must not be of such a nature as to detract from the natural experience of visitors.
- The contractor shall take into consideration that the project areas are located within a natural environment and that noise could be a major disturbance/nuisance for the fauna and visitors.
- No music shall be allowed on site.
- Maintenance, construction and demolition activities shall be limited to normal working hours and not allowed during weekends.

7.16 Heritage

- If any human remains or archaeological remains (e.g. fossils, bones, artefacts etc.) are disturbed, exposed or uncovered during excavations, all work shall stop immediately, the ECO must be informed and must contact the South African Heritage Resources Agency (SAHRA) or Eastern Cape Heritage Resources Agency (ECHRA) for information on the appropriate course of action to be taken.
- The ECO shall inform the SAHRA or ECHRA and arrange for a paleontologist/ archaeologist to inspect, and if necessary excavate, the material, subject to acquiring the requisite approval from the SAHRA / ECHRA.
- Should any findings be made by SAHRA / ECHRA, then no work shall recommence until written permission has received from the ECO.
- Note that without a permit issued by the responsible heritage resource authority; it is illegal to destroy, damage, excavate, alter, deface or otherwise disturb any archaeological site or archaeological material. The latter is a criminal offence under the National Heritage Resources Act.

7.17 Slope Protection

- Excavation, backfilling and trenching shall be shaped and trimmed to approximately the natural condition and contours as close as possible.
- Slopes that require protection shall be identified by the Ecologist and ECO.
- All specifications regarding slope protection should be adhered.

7.18 Visual

- Security lighting must be placed such that it is not a nuisance to residents and visitors to the area.
- Shields may be required to prevent lights from being visible from other parts of the PA.
- Care will be taken when positioning the lights to ensure the least visual impact, while still providing a safe work environment for employees.
- Type of lights to be determined. Should any project activities take place where tourists can see the activities, then clear signboards must be erected to inform the tourists of the activity taking place. Contractor to erect boards as required.
- No painting or marking of natural features shall take place. Marking for surveying and other purposes shall only be done with pegs and beacons.
- Materials (including paint) should fit into the natural environment.

7.19 Borrow Pits/ Quarries

Not permitted.

7.20 Use of Herbicides and/ Pesticides

- Comply with Conservation of Agricultural Resources Act (CARA) and OHS Regulations.
- Written approval should be obtained by the ECO, Reserve Manager (if not the ECO), Environmental Planner and Ecologist before the use of chemicals to control weeds and pests.

- A register shall be kept of all herbicides and pesticides that are administrated. Should a specific chemical be used then it should be done by the approval from a qualified expert.

7.21 Existing infrastructure

- If not involved in the project the integrity of existing infrastructure should be protected during the duration of the project.
- Damage to any infrastructure shall be rectified (to the satisfaction of the ECO and Reserve Manager) by the party responsible for the damage. Once the rehabilitation of the damage has been done written approval must be obtained from the Nature Reserve Manager and/or ECO.

7.22 Site Clean-Up and Rehabilitation

- Ensure that all temporary structures, materials and waste (including areas contaminated during the project e.g. oil spillages on soil) should be removed from the PA.
- All disturbed areas should be fully rehabilitated.
- When landscaping and rehabilitating only consider indigenous plants from the area where the PA is located.
- The final list of indigenous plants should be approved by the relevant Ecologist and Reserve Manager.
- Monitoring phase to be determined on a case by case basis.

7.23 Project close out meeting

- Final meeting to determine the outputs of the project.

8. POST PROJECT (OPERATIONAL) PHASE AND DECOMMISSIONING (IF REQUIRED) PHASE

The mitigation measures recommended for the project (e.g. construction) phase should be adhered to during operational and demolition (if required). Factors to consider and note are socio-economic, waste management and air quality.

C3.4 – PARTICULAR SPECIFICATIONS

ELECTRICAL SPECIFICATIONS

PROPOSED UPGRADE FOR QUEENSTOWN REGIONSL OFFICES PROJECT

DETAILED ELECTRICAL TECHNICAL SPECIFICATION

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DETAILED ELECTRICAL TECHNICAL SPECIFICATION

1.1 GENERAL

This section is to be read in conjunction with all other sections of the main document. Particular attention should be paid to the conditions of contract and the preambles to all trades and cognisance taken of all relevant clauses whether specifically referred to or not.

1.2 PROJECT DESCRIPTION

The project comprises the electrical installation to the buildings and site of the Madlangaswa High School at Port Shepstone.

1.3 SCOPE OF WORK

The work to be carried out under this contract comprises the supply, delivery, installation, testing, commissioning and limited period maintenance of the complete electrical installation to the satisfaction of the Engineer and/or his designated representative.

The scope of the work includes the installation of a variety of materials and equipment, all of which are detailed in the following paragraphs.

The contract includes further the supply and use of all materials and equipment that are not specifically stated in these documents, but which are nonetheless necessary for the complete execution of the contract.

1.4 STANDARDS AND REGULATIONS

The entire installation shall be completed to the satisfaction of the Engineer or his designated representative.

The works carried out shall conform to and be in accordance with the following:

- i) Code of Practice for the Wiring of Premises SANS-10142 (as amended)
- ii) Eskom Distribution Standard Part 22: Requirements for Low Voltage Cable System
- iii) Low Voltage Switchgear and Control Gear – SABS IEC 60947 Parts 1 to 7.2
- iv) Low Voltage Distribution earth Systems – SABS- 0292
- v) Electrical Installation Ducting and Trunking Systems on Walls and in Ceilings – SABS IEC 61084 Parts 1 and 2
- vi) Electrical Installation Conduiting Systems – SABS IEC 60614 Parts 1 to 2.7
- vii) Electrical Installation Conduit Fittings – SABS 61035 Parts 1 to 2.4
- viii) Electrical Circuit Breakers – SABS 767 Parts 1 and 2
- ix) Electrical Surge Protection – SABS IEC 60099

1.5 TENDER PRICE

The total amount, **exclusive of VAT**, for the Bill of Quantities, shall be carried to the **Tender Form**.

1.6 **PROPRIETARY MATERIALS, SYSTEMS ETC.**

Any reference in these specifications and bills of quantities to trade or brand names and catalogue numbers etc., shall be deemed to be followed by the words “or other approved”.

Tenderers’ attention is drawn especially to the fact that, in connection with the aforementioned, wherever any wording with meanings equating with similar to, equal to, equivalent to, etc., are used in combination with trade or brand names (and catalogue numbers, etc.), they shall be deemed to be omitted and entirely replaced by the trade or brand names (and catalogue numbers, etc.) followed by the words “**OR OTHER APPROVED**”. This will take precedence over any contradictory clause or note appearing anywhere in these specifications or Bills of quantities.

The onus rests with the tenderer to proof to the Engineer that any other items offered complies to the specification or is equal/similar to the trade/brand name mentioned in the specification.

1.7 **DRAWINGS ISSUED**

The drawings listed below are attached to the back of this document for tender purposes. Tenderers shall peruse the drawings and refer any queries to the Engineer and/or his designated representative for clarification prior to submitting their tenders. Claims for costs incurred due to lack of understanding or misinterpretation of the drawings will not be considered.

DRAWING No.	DESCRIPTION		
SHCE-EC-083-A-002	SITE ELECTRICAL RETICULATION LYOUT	LAYOUT& PLAN	ELECTRICAL

1.8 **POWER SUPPLY**

There is an existing power supply at premises that is used to supply the existing hospital buildings.

1.9 QUALITY AND STANDARDS

All materials and equipment supplied shall be new and shall comply fully with the requirements per the Standards listed in 1.4 above.

Any equipment or materials that is not covered in the Technical Specification and is necessary for the installation must have the approval of the Engineer and/or his designated representative.

1.10 SITE CONDITIONS

Tenderers are advised to acquaint themselves as well as any intended subcontractors with the site prior to tendering. Claims for additional costs to the Contractor and arising out of lack of knowledge of site conditions will not be entertained.

1.11 CONTRACT WORK

The Contractor shall appoint appropriately qualified and registered personnel for the implementation of the electrical installation, i.e. registered electrical contractors and on-site supervisory staff in possession of “Wireman’s Licence” qualification.

1.12 SEQUENCE OF WORK

The sequence in which the work is to be carried out must be co-ordinated with the construction programme and, where necessary shall be done concurrent with and in sufficient time as to avoid delays to the other disciplines.

1.13 SUPERVISION

The works will, at all times for the duration of the contract, be carried out under the supervision of a skilled, competent representative of the Contractor. Such person shall be authorised to receive and carry out instructions on behalf of the Contractor.

The Contractor shall ensure that a sufficient number of workmen are employed at all times to ensure satisfactory progress of the work. However, should it be, in the opinion of the Engineer and/or his designated representative, that there is an insufficient number of workmen, the instruction will be given that the Contractor employ more staff at his own cost.

1.14 CHASING OF WALLS

No chasing of the walls allowed on site except when approved by the Engineer. Chases of widths in excess of 40mm shall be carried out by making multiple parallel cuts and then carefully removing the remaining brickwork by means of 1Kg hammer and sharp cold chisel, and struck in a downward direction.

1.15 MAKING GOOD

The Contractor shall, in all instances, be responsible for any work to make good any damage to other trades, caused by himself or his employees during the implementation of the subcontract, and shall be done at his own cost.

SURPLUS MATERIAL MUST BE REMOVED FROM SITE.

1.16 CONDUITS AND ACCESSORIES

Conduits and accessories supplied and installed on this project shall be predominantly plain-ended steel conduit.

Conduits and accessories run on surface, other than in roof voids or under suspended floors, or where exposed to the elements shall be plain ended **galvanised mild steel**.

Conduits run on surface shall be installed horizontally or vertically and shall be fixed in place by means of “spacer” saddles.

NB: Any conduit run on the surface of the wall must be done using square trunking.

1.17 CABLES

All cables shall be of **copper** conductor PVC/SWA/PVC manufacture and shall comply with the requirements in SABS 1507.

The cable sizes and proposed cable routes are indicated on the drawings. Final cable routes must be determined on site in consultation with the Engineer and/or his designated representative.

Tenderers must base their rates on the lengths of cables as indicated in the Bill of Quantities. During the course of the work, the actual lengths will be remeasured on site and adjustments will be made according to the rate per the Bill of Quantities for the particular size of the cable concerned.

The Contractor shall measure the required cable lengths on site before ordering the cables as he will not be compensated for surplus cable.

Joining of cables incorrect, due to incorrect measurement and cutting will not be permitted.

Terminations and Labelling

The cable terminations shall be in accordance with the Code of Practice for the Wiring of Premises SANS 10142 as amended. The Contractor shall allow to supply and install cable identification tags to both cable ends. Both the source distribution board and feeder distribution board details shall be engraved on the cable tags.

Cables entering kiosks shall be loop to provide +/- 2m slack.

1.17.1 CABLE INSTALLATION (see DDT-0854)

- a) Contractors installing cable shall be in possession of all parts of SABS 0198 and shall work according to that code of practice.

- b) Cable laying and installation shall be in accordance with SABS 0198-2 and SABS 0198-8 and shall be by direct burial. Refer to drawing D-DT0854 for more details on LV cable installation.
- c) Mngeni Bedding to be used 150mm below and above the cable or sleeves.
- d) Refer to D-DT8018 for pipe sleeves for cable protection on road crossing.
- e) Refer to D-DT8013 for positioning of cable warning tape on a cable trench.
- f) Electrical services shall be kept on opposite side of road to Telkom and water services where practical possible.

1.18 SAMPLES OF MATERIAL

Should the Tenderer wish to supply any item as an alternative to that specified, or should the Engineer and/or his designated representative request him to do so, the Tenderer shall submit samples of such materials for approval prior to tendering.

1.19 WIREWAYS, CONDUIT AND WIRING

The installation shall consist of various types and sizes of conduit, trunking and power skirting.

Where plasterboard ceilings are installed the conduiting shall be installed such that wiring can be carried out without having to gain access into the ceiling void.

The loop in system of wiring shall be implemented throughout the installation, and, unless otherwise indicated, only one circuit per conduit shall be allowed.

All boxes for isolators, sockets outlets and switch units shall be of galvanised steel manufacture and of suitable dimensions to accommodate standard SABS approved equipment.

The conduits shall be routed so as to be self-draining and shall be to the satisfaction of the Engineer and/or his designated representative.

All switch drops shall be built into dry wall partitioning, brick or cast into concrete, as may be applicable, and terminated in flush mounted boxes.

Conduits shall be run via the ceiling voids, under the suspended wooden floor or, where indicated, chased into the concrete floor slabs. Conduits chased into the walls shall be installed vertically from the ceiling voids or suspended floor cavities to the related termination points, i.e. switch or socket outlet boxes. The conduits to individual socket outlets shall terminate in 100 x 100 mm flush boxes.

Wiring shall be done with PVC insulated conductors unless otherwise specified, with an insulation grade of 600/1000V and must comply with the General Specification.

All lighting circuit wiring shall be 2,5 mm² PVC insulated conductors with a 1,5 mm² PVC insulated earth conductor which shall loop from the distribution board to each light fitting.

External area or pathway type lighting circuits shall comprise 4 mm² x 2, 3 or 4 core PVC.SWA.ECC. Cable, as indicated on the drawings, unless otherwise approved by the Engineer and/or his designated representative.

All “normal” and “dedicated” socket outlet circuit wiring shall be Red and Black 4 mm² PVC insulated conductors with insulated 2,5 mm² earth conductor.

No wiring shall be drawn into a wireway until it has been sufficiently installed and fixed in position. All wireways shall be clear of moisture and debris before wiring is commenced.

1.20 POWER SKIRTING

The colour of the power skirting will be confirmed once finishing schedules have been finalised.

Three compartments, 3 cover, “OLINE MS3/3” steel epoxy powder coated power skirting manufacture shall be supplied and installed as shown on the drawings.

The power skirting shall be complete with splices, top trim covers, matching switch cover plates and air conditioning isolators. The power skirting shall be of structured finish in a standard manufacturers colour as approved and required from the Architect.

The upper compartment shall be for normal switched socket outlets, dedicated socket outlets and air conditioning services, and the middle compartment for IT and the bottom compartment for telephone services.

Conduit connections between power skirting and the Distribution Boards shall be carried out using 25mm or 32mm diameter conduit terminating in flush mounted 100x50x50 boxes directly behind the relevant compartment of the power skirting. A neat 100x50 hole shall be cut in the power skirting where it fits over the flush box. The power skirting shall form a continuous path from the Distribution board to the various areas.

The contractor shall allow for two spare 25mm diameter conduits from the Distribution Board to each run of power skirting.

The Electrical Contractor's attention is drawn to the fact that when the power skirting passes through brick partitions and around square brick columns and any additional supervision or attendance charges shall be incorporated in his tender price. In addition to this, vertical flat elbows etc will be installed where the power skirting has to be taken over doors, openings etc.

The Contractors attention is drawn to the fact that various vertical risers shall be installed in the positions indicated on the drawings. The bulk of the power skirting will be installed at floor level. The Contractor shall make full allowance for this requirement in the unit rates for this item.

1.21 DISTRIBUTION BOARDS

The distribution boards shall be manufactured in accordance with the requirements of the General Specification and shall be equipped as indicated on the drawings.

The distribution boards shall be similar to those manufactured by Messrs Gamma Switchboards, Switchboard Manufacturers, or any other accredited board manufacturer and shall have hinged doors with lockable latches (unless otherwise instructed).

The distribution boards shall be supplied complete with externally fitted identification labels and regulatory danger notices as well as the point from which the board is fed.

Spare space (capacity) as indicated on the Schematic drawings shall be provided in all boards in order to facilitate future load growth.

It may be a requirement that the distribution boards are inspected by the Engineer on completion but prior to being dispatched from the premises of the manufacturer. This being the case, the Contractor shall notify the Engineer of such a pending inspection at least 1 week in advance of the inspection date.

For uniform appearance of switchboards, only one approved make of switchgear shall be used throughout the installation.

All moulded case circuit breakers used shall be of a type such that the supply is connected to the top and the loads connected to the bottom.

1.22

SOCKET OUTLETS

Socket outlets are to be of the Clipsal range, or other approved.

a) For Luminaires

Where socket outlets are provided for the connection of luminaires they shall be of the unswitched 5 Amp 3 pin variety and installed in round conduit boxes fixed directly to the conduit and in accessible locations close to the related light points.

The connection between the above socket outlet and luminaires shall be carried out by means of 1,5mm² "Cabtyre" cable complete with 5 Amp plug top, the total length of "Cabtyre" not to exceed 3m.

b) Normal Switched Socket Outlets

These shall be of the 16 Amp 3 pin power skirting or flush mounted type, as required and located as indicated on the drawing. More accurate positioning may be necessary in certain areas such as tea kitchens etc. and the Subcontractor shall refer to Architects detail drawings for this information.

c) Dedicated Socket Outlets

These shall be of the 16 Amp 3 pin for flat-top Earth Pin (i.e. at 0°), either power skirting or flush mounted type, located as indicated on the drawing and shall be **RED** in colour.

- d) A mounted in ceiling suspended articulated arm type System provided at the critical care must have 9x 16A connected on dedicated power supply.

1.23 LIGHT SWITCHES AND DAYLIGHT SWITCH

a) Light Switches

Light switches shall be the 20 Amp, flush mounted type positioned at 1400mm unless otherwise indicated on the drawing and shall be of the Clipsal range, or other approved.

NB: All internal lights in exception of bedrooms must be controlled by motion sensor connected in zone check

b) Daylight Switches

Daylight switches shall be rated at maximum loads of 15 Amps Resistive and 7 Amps Inductive, at 250 Vac and have a 20 second ON/OFF delay. The daylight switch shall be installed inside of a weatherproof utility box with a polycarbonate window in the front cover, as York RL1/W or other approved.

c) External light switches

All external light switches shall be the enclosed rotary type surface mounted 16A, 2 pole water proof type switches with an IP65 rating.

1.24 ISOLATORS

Isolators supplied and installed for the connection of the external components of the airconditioning units shall be of the Double or Triple pole configuration and of Ampere ratings as indicated on the drawings. The isolators shall be housed inside of weatherproof enclosures of minimum IP54 rating as York S60 or other approved.

Isolators supplied and installed for the connection of extract fans shall be of the 100 x 50mm, flush mounted, 5 Amp 3 pin with cord grip configuration. The socket outlets are to be located adjacent to the extract fan positions and within 300mm thereof.

Isolators supplied and installed for the connection of fan heaters shall be of the 100 x 50mm, flush mounted, 20 Amp, double pole with cord grip configuration. The socket outlets are to be located adjacent to the fan heater positions and within 300mm thereof.

1.25 EXTRACT FANS

The extract fan for the bathrooms shall be an Expelair WX12 built in extract fan including the outer grill, wall duct, motor duct, back draft shutter assembly, and outer grill surround. The contractor shall install the fan in coordination with the builder. The contractor will connect the fan to the isolator installed for the fan.

The extract fan for the toilets and all the toilets shall be an Expel air GXC6 built in extract fan including the outer grill, wall duct, motor duct, back draft shutter assembly, and outer grille surround. The contractor shall install the fan in coordination with the builder. The contractor will connect the fan to the isolator installed for the fan.

All the extract fans shall be wired using 2 x 2.5mm² PVC conductors with a 1,5mm² PVC earth wire.

1.26 HAND DRYERS

The Hand driers shall be supplied by others. The electrical contractor shall provide a 20A DP isolator with a neon indicator for the hand dryer and a round conduit box behind the hand dryer.

The hand dryer shall be installed in each toilet near the entrance as will be agreed on site and mounted at between 1200mm and 1300mm above the finished floor level. The unit shall be fixed to the wall by concealed corrosion resistant screws. The hand dryers shall be wired using 2 x 4mm² PVC conductors with a 2,5mm² PVC earth wire.

1.27 AIR CONDITIONING INSTALLATION

The air conditioning equipment shall be installed by others. The contractor shall install the 20A Double pole isolators housed inside the power skirting as indicated on the drawings. The contractor shall liaise with the air conditioning contractor on the exact positions of the isolators. The Air conditioning isolators shall be wired using 2 x 4mm² PVC conductors with a 2,5mm² PVC earth wire.

1.28 LUMINAIRES AND SCHEDULE

New light fittings matching the new layout and functions of the buildings shall be supplied and installed. Details of the light fittings are shown in the schedule of luminaires below and quantities listing in the Bill of Quantities.

The light fittings shall be delivered to site in boxes as packed by the Manufacturer. When the installation is handed over, all light fittings shall be in a working condition, new and unused.

All light fittings shall be supplied complete with lamps. All supplied fittings shall be suitable for the installation in the proposed areas.

The permanent light fittings intended for installation shall not be used for temporary lighting during construction. The certificate of completion for the installation will not be finalised, unless all light fittings and lamps are in working order.

All light fittings shall comply with and have a SABS or equal mark of approval.

The Contractor shall submit samples for approval of all types of light fittings to the Engineer prior to procurement thereof.

Should the tenderer wish to use alternative fittings, the onus is on the tenderer to demonstrate that the alternative fittings are of equal or better quality to the proposed fitting. The engineer reserves the right to reject alternative fittings that, in his opinion, do not meet the required specifications in which case the

contractor will be required to supply the specified fittings at no additional cost to the client.

The luminaires shall be as detailed below or other approved:

<u>TYPE</u>	<u>DESCRIPTION</u>
A1	Medical Examination light wall mounted lamp on articulated arm with remote control switch and integral dichroic reflector.12V/50W halogen lamp with 70 Ø pre-focused spot of a distance of 1m from lamp head and light output of 15000 lux
A2	3 x 36W surface mounted 1200x600 fluorescent luminaire complete with hinged double parabolic low brightness louvers, electronic ballast, and colour 21 tubes: As R&S 340/612/3x36/SS or LED type light equal and approved.
B1	1200mm surface mounted decorative fluorescent luminaire with perforated diffuser, 2 x 36W fluorescent lamps, T8 tubes, electronic starting: As R&S RSM236 or equal and approved.
C	2x58W industrial corrosion-resistant fluorescent surface-mounted luminaire, stainless steel latches, hinged prismatic diffuser, IP 65 protection, electronic starting, T8 tubes: As Beka Vapourline VLN 2x58W/ECG or equal and approved.
D	Recessed circular die-cast aluminium body downlight with anodised aluminium reflector, clear decorative glass lens, 1x18W compact fluorescent lamp, with electronic starting. As Beka Rondo – H 1x18W/ECG-ND or equal and approved
D2	Recessed decorative glare-free downlight luminaire with pressed metal ceiling trim ring, reflector, safety glass (heat and impact resistant glass, 4mm), HCI-T 35W WDL lamp.As Bekaluce MH 35/SG or equal and approved.
D3	50 lux at night light for patients bed head reading lamp
E	Round Bulkhead luminaire with high pressure die cast aluminium base and trim ring with an opal high impact acrylic diffuser, 2x18W compact fluorescent lamp, electronic starting.As Beka Series 30 – 31218 2*TCD 18W or equal and approved.
F	Wide-beam floodlight luminaire, corrosion resistant glass reinforced polyester housing, aluminium reflector, pole clamp, 1x85W compact fluorescent lamp with complete 12m pole.As Reeflite RL303 85 CFL or equal and approved.
G	Round Bulkhead luminaire with high pressure die cast aluminium base and white trim ring with an opal high impact acrylic diffuser, 2x18W compact fluorescent lamp, electronic starting.As Beka Series 30 – 31218 2*TCD 18W or equal and approved.

- H Round Bulkhead luminaire with high pressure die cast aluminium base and an opal high impact acrylic diffuser with IP65 Ingress Protection, 2x18W compact fluorescent lamp, electronic starting.As Beka Series 70 – 71218 2*TCD 18W or equal and approved.
- I Modern post top luminaire, high pressure die-cast aluminium, powder coated, IP65 protection, standard version, HME 45W lamp. Rate to include the 5.0m galvanised pole.As Bekashine 125W MV Standard Version or equal and approved.
- M Explosion proof fluorescent luminaire, glass reinforced polyester base, Polycarbonate diffuser, 2x58W fluorescent tubes, electronic starting.As specified or equal and approved.
- O Dustproof fluorescent luminaire, glass reinforced polyester base, Rated 2x58W fluorescent tubes with electronic starting only.As R&S VDP 265A or equal and approved.

NB: No ballast to be used in lighting, only electronic control to be used

1.29 PERIMETER AND AREA LIGHTING

The perimeter and area lighting are indicated on the drawings. However the exact and final position of the lights shall be determined on site by the Engineer.

The mounting height of the fittings shall be approximately 3m above ground level for the post top lights and 10m above ground level for the flood light. The light pole shall be a galvanised steel pole of uniform diameter.

The pole shall be galvanised both inside and outside and only after all welding, machining, drilling and cutting has taken place. The hot dipped galvanizing shall be in accordance with SANS ISO 1461.

The flood light shall be mounted on a bracket and the bracket shall allow the flood lights to be aimed in any direction. The bracket shall be treated and finished the same as the pole above.

The pole shall be fitted with a mounting plate complete with terminal blocks for 2 x 4mm² 3 core cables, 5A 2 pole 5kA circuit breaker, base plate and cable entry opening. The cable entry cover shall be secured with tamper proof stainless steel screws. The screws shall be of the captive type.

1.30 DATA AND TELEPHONE INSTALLATION

The Contractor shall supply and install conduits, sleeves, trunking and distribution boards as indicated on the drawings for the data and telephone installation.

The Contractor shall supply data and telephone outlet points in the positions indicated on the drawings. These outlet points shall consist of cradles complete with 2 or more mounting clips as well as the RJ11 or RJ 45 sockets and cover plates as Clipsal or Crabtree – “Diamond Range”, as applicable to the power skirting.

The telephone and data cabling, excluding the supply and installation of the RJ 11 and RJ45 sockets, will be carried out separate to this contract and by the Client's appointed Specialist Contractor/s.

ICT point shall be installed on bed head duct to connected to the rest of facility.

1.31 EARTHING AND BONDING

All earthing shall be in accordance with the requirements of the Local Authority and the latest edition of the Standard Regulations for the wiring of premises.

The entire installation shall be earthed in accordance with:

1. Section 13 (1) of the Electrical Machinery Regulations of the Machinery and Occupational Safety Act.
2. The latest issue and amendments to the Code of Practice for the wiring of Premises SANS 0142 - 1987. Section 4.6 of SANS 0142-1987 applies totally to this installation.

The general earthing philosophy for LV cable system shall be as follows.

- a) The TN-C-S system earthing philosophy (see SANS 0292) shall be used for all LV underground cable networks;
- b) The cable armouring shall be bonded to earth or earth stud bar by mechanical glands with gland plate bonded to the earth bar.

***NB:** Make use of ECC (Earthing Continuity Conductor) to improve earthing
Roof earthing must be done using reverted bare wire connected with 16mm
down to earth spikes*

1.32 LIGHTNING PROTECTION

This to be done by designated personnel in accordance to code of practice **ISO9001-2000**, and he must be approved by SABS.

The following standards shall be applied:

- a) **SANS 10313 2008** (Protection of structures against lightning)
- b) **SANS/IEC 62305** (International standard for lightning protection)
- c) **SANS 10199 2004** (Design and Installation of an earth electrodes)
- d) **SANS 1063** (Earth rods couplers and clamps)
- e) **SANS 1089Pt 11 2009** (Earthing in hazardous areas)

1.33 LABELLING OF CIRCUITS

All outlets, isolators and light switches shall be labelled with engraved labels on the cover plate. The label shall indicate the supply DB and circuit number (e.g. DB-GC-L5). Wiring inside the DB shall bear Gravoplast labels

1.34 BALANCING OF THE LOAD

The Contractor is required to balance the load as equally as possible over the three-phase supply on completion of the installation.

1.35

INSPECTIONS

The Electrical Engineer or his representative will inspect the installation at any time. All inferior, unsuitable, unacceptable or rejected work shall, if indicated by the inspecting officer or the Engineer, be removed and shall be rectified by the Electrical Contractor at his own expense. Under no circumstances will these inspections relieve the Electrical Contractor of his obligations in terms of the document nor will these inspections be regarded as final approval of the works or portions thereof.

Where, inspections are requested by the Contractor, the Electrical Engineer or his representative's inspection shall only be carried out after the Contractor has carried out his own preliminary inspection to ensure that the Works are completed and comply with the documents. The Electrical Engineer or his representative's inspection shall therefore not be regarded as supervision, fault listing, quality assurance or site management

1.36

TESTING AND COMMISSIONING

The Contractor shall, on completion of the installation, or such integral parts thereof, as may be determined by the Engineer or his designated representative, carry out installation, resistance and earth continuity tests as prescribed in SABS Code of Practice for the Wiring of Premises - 0142, Section 9.3.2 latest edition.

The following minimum site tests shall be carried out by the Contractor and the results presented to the Engineer:

1. Routine tests on all switchboards.
2. 500V Megger test of all circuit external to the switchboards.
3. Earth loop resistance test on all earthed equipment.
4. Earth leakage test on all earth leakage protected circuits to prove the soundness of the wiring and protection.
5. Checking of polarity of all switched socket outlets.
6. Operational check on all equipment to verify execution of works in accordance with drawings and designated circuits.

The Contractor shall submit, to the Engineer and in an acceptable format, a test report detailing particulars of the tests executed.

After submission of the test results, the Contractor shall notify the Engineer in writing that the installation is complete, tested and in working order.

The Contractor shall invite the Engineer or his designated representative to witness the re-testing of the installation.

The Engineer reserves the right for himself or his designated representative, to be present at said tests and the Contractor shall notify him timeously prior to the commencement of the tests.

The Contractor shall be responsible for supplying all test instruments and equipment as is necessary for the tests.

1.37 FAILURE OF WORKS, SITE OR COMMISSIONING TESTS

Should the Engineer or his designated representative be notified to attend official tests as laid down and should the equipment fail the tests for any reason whatsoever, such that the Engineer is required, or his Deputy, in so doing will be for the Contractor's account.

1.38 CERTIFICATE OF COMPLIANCE

All work covered under this contract or that has to be carried out on site, must be executed by a qualified person. Only persons registered as an "installation electrician" will be accepted to carry out the installation work. After completion of the contract the Contractor shall submit to the Engineer a Certificate of Compliance in terms of legislation prior to final payment being processed

One Certificate is required per electrical DB completed, and the certificate shall cover all downstream works.

1.39 RECORDS DRAWINGS

The Contractor shall, on completion of the installation, deliver to the Engineer or his designated representative, one set of marked up paper "Records" drawings. All changes regarding cable routes, lighting positions etc. which may have been necessary during construction are to be entered onto the drawings.

These drawings must be submitted to the engineer a week before practical completion and the installation will not be accepted as complete unless the above requirements are fully complied with.

1.40 12-MONTH DEFECTS LIABILITY PERIOD


The equipment and installation supplied under this contract shall be guaranteed for a period of twelve months from date of acceptance by the Engineer in all respects and commissioned for continuous service. The tender price shall include for the above.

The defects liability will be for a period of twelve months, calculated from the date of issue of the Practical Completion Certificate by the Principal Agent. The Contractor shall be responsible for the replacement of all materials which became defective during the defects liability period at his cost.

C4 – SITE INFORMATION AND DRAWINGS



OFFICE SPACES



DOORS

General Notes:

[illegible]

NO.	DATE	REVISION	DRAWN

ISSUED FOR

TENDER

CONSULTANTS	
PRINCIPAL AGENT	SKY HIGH CONSULTING ENGINEERS
ARCHITECT	TIMOCRAFT CONSULTING
QUANTITY SURVEYING	BLNS GROUP
CIVIL & STRUCTURAL	SKY HIGH CONSULTING ENGINEERS
ELECTRICAL	THOKOMELA ENGINEERING
CLIENT	



PRINCIPAL AGENT



SKY HIGH
consulting engineers

ARCHITECT



TIMOCRAFT CONSULTING
Pvt Limited

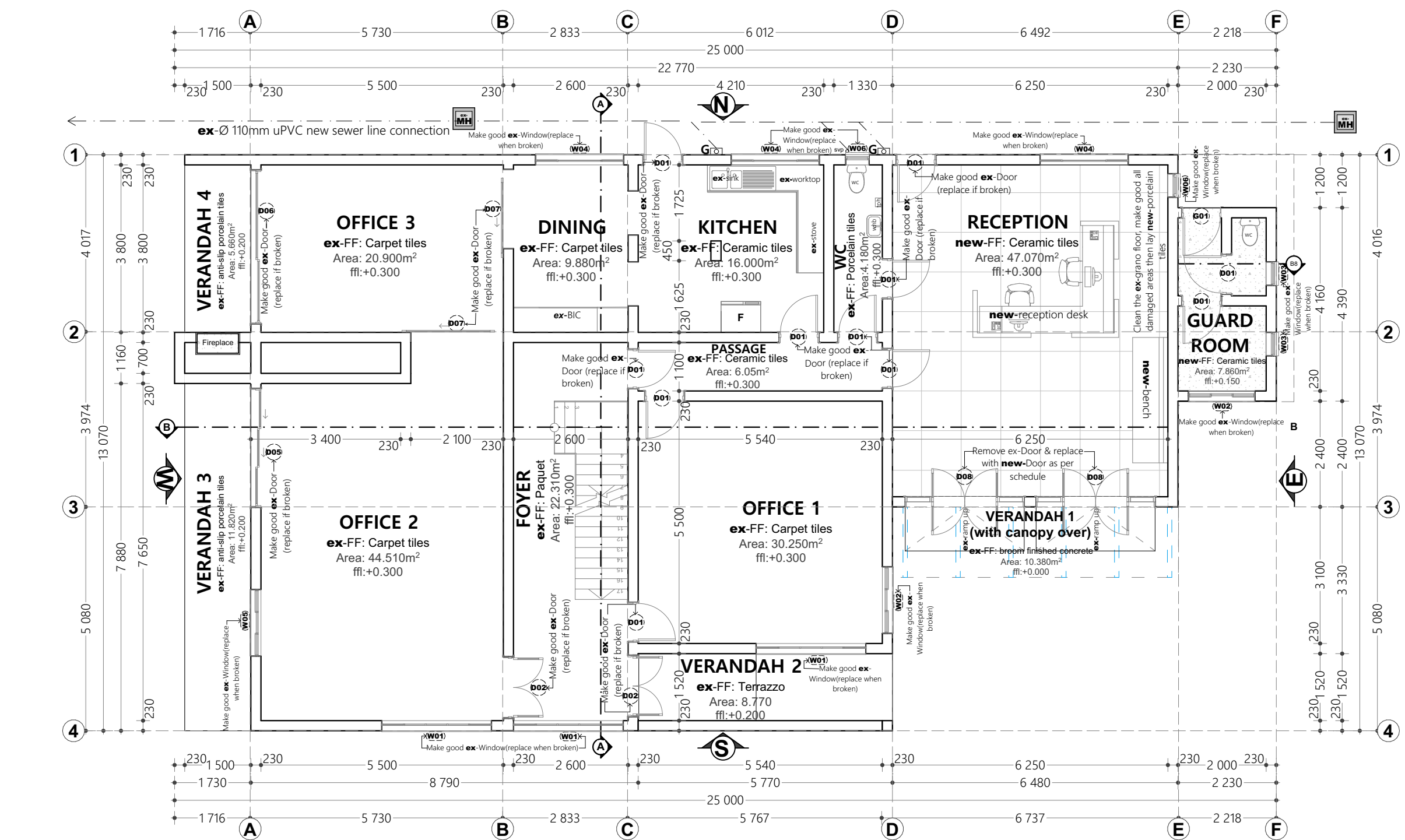
Reg. 2012/165563/07

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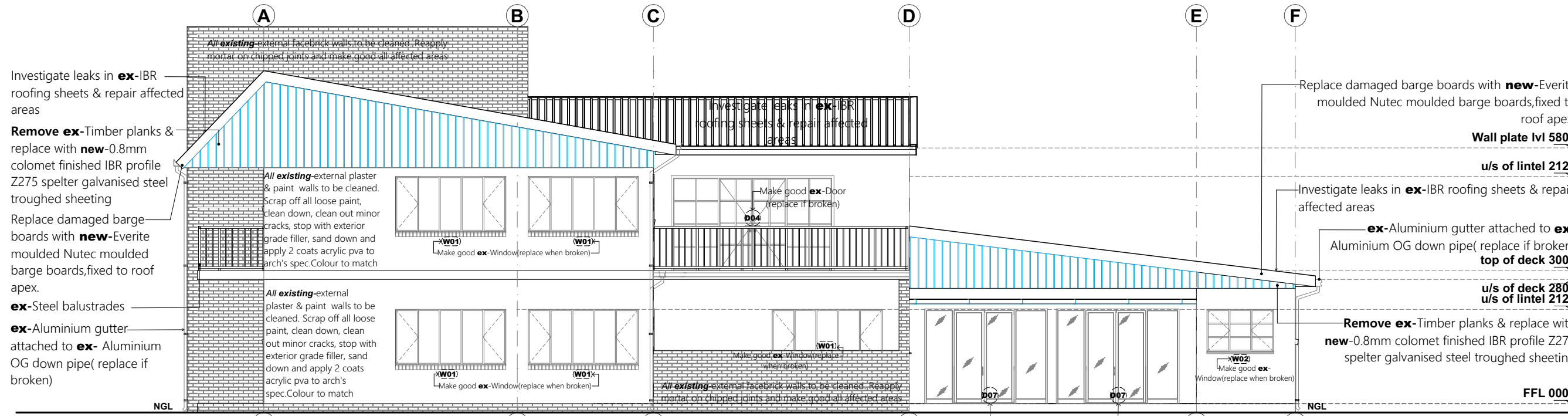
PROJECT
RENOVATIONS OF ECDC OFFICE
BUILDING ON ERF 1667, QUEENSTOWN

DRAWING TITLE
SITE PLAN AND SCHEDULES

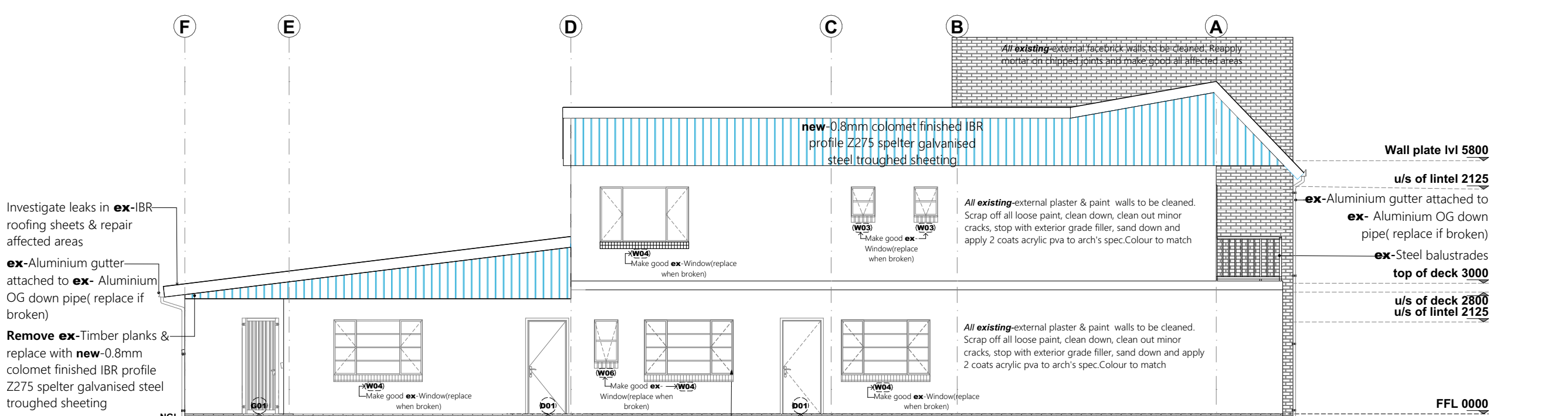
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1667	ARCHITECTURE	A1000		



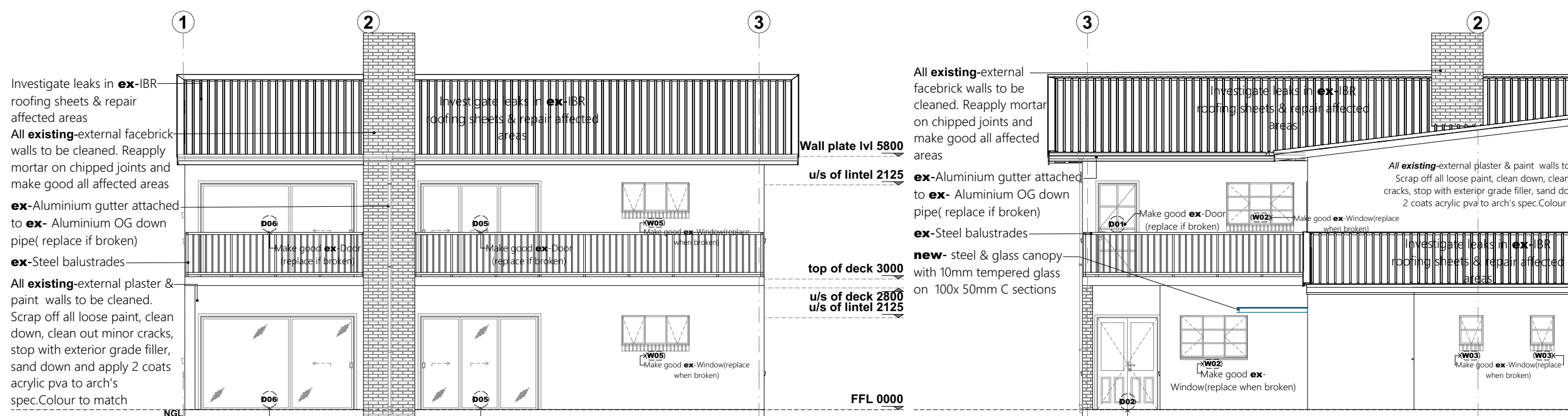
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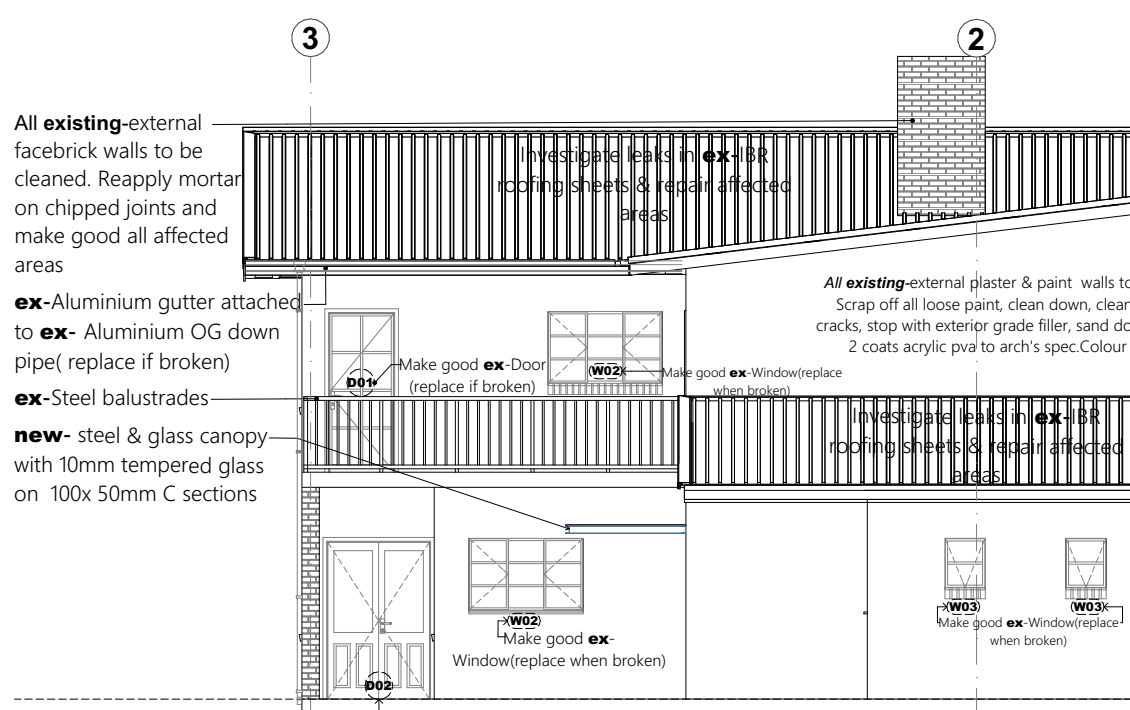
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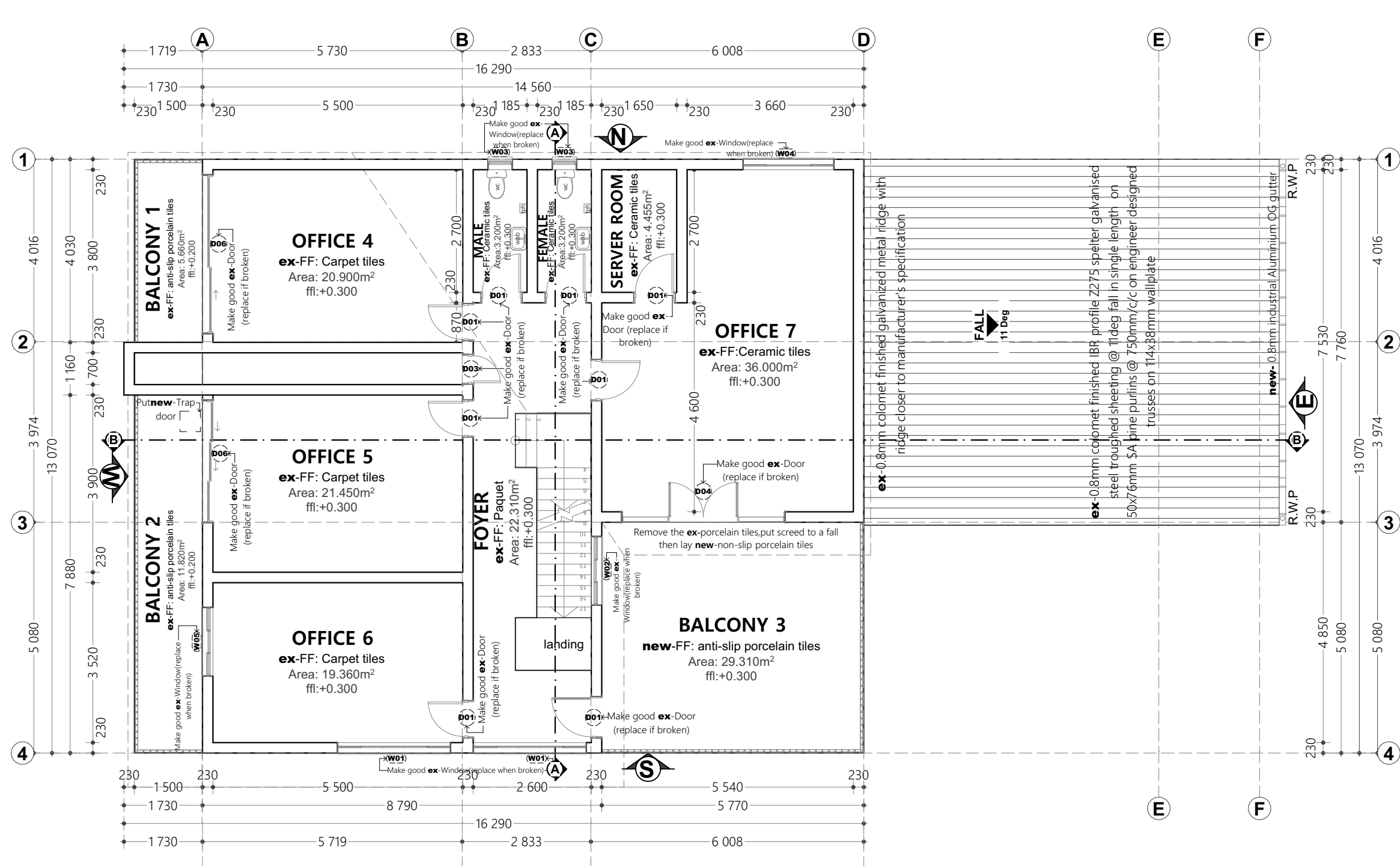
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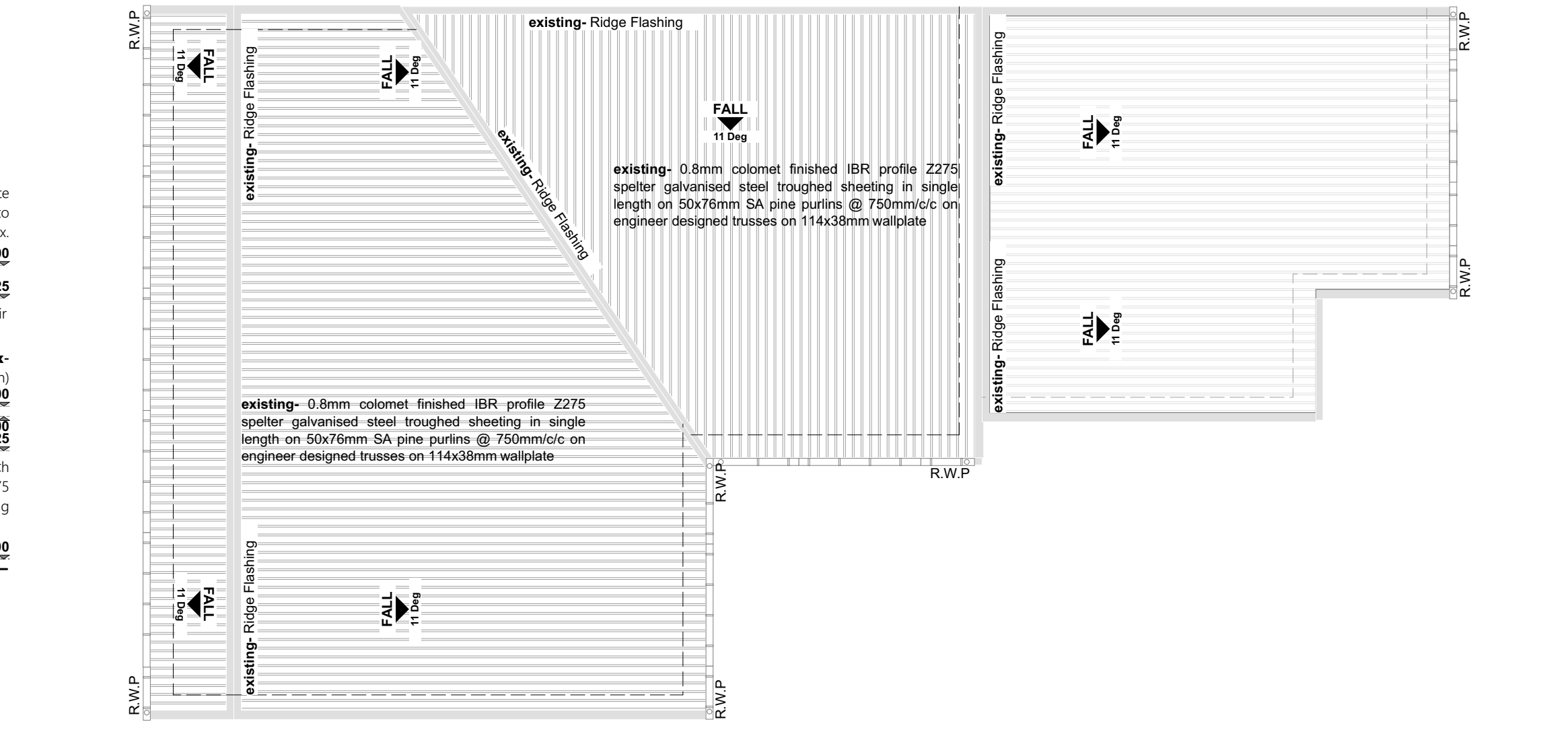
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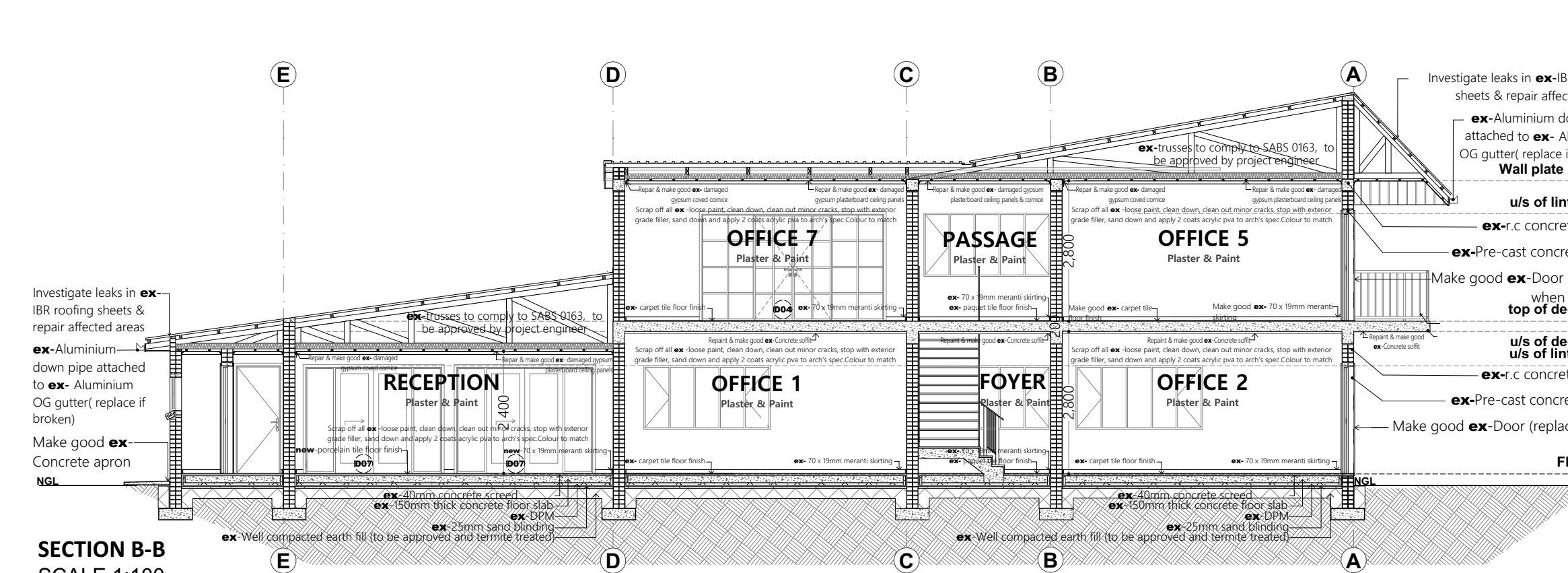
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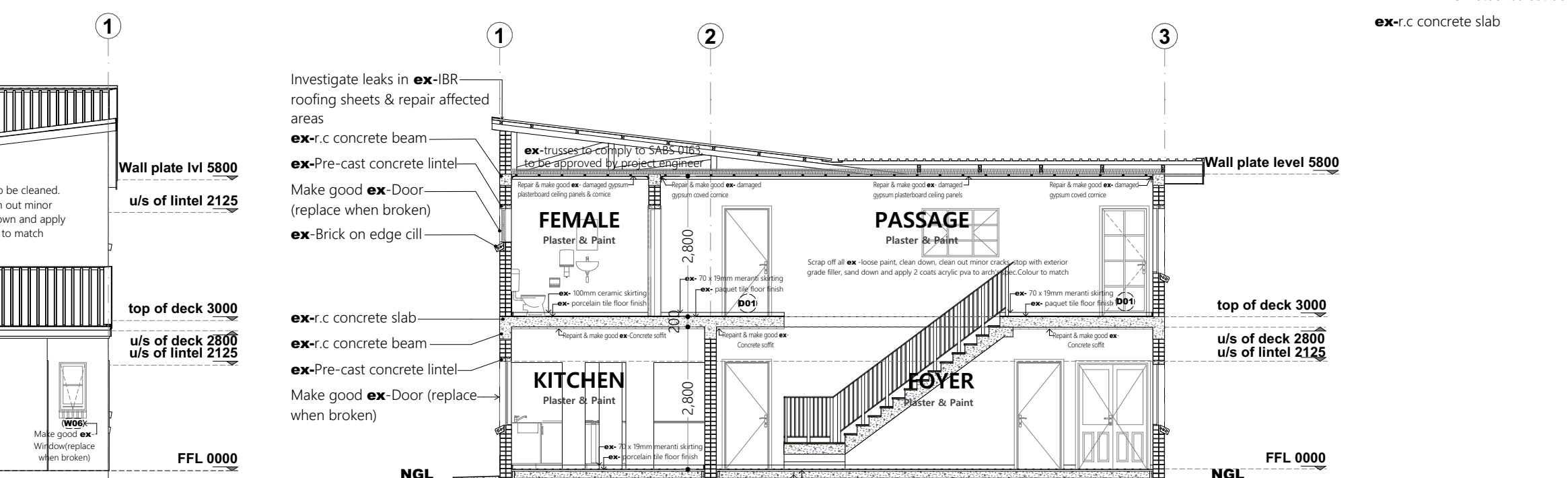
FIRST FLOOR PLAN
SCALE 1:100



ROOF PLAN
SCALE 1:100



SECTION B-B
SCALE 1:100



SECTION A-A
SCALE 1:100

POSITION	OFFICES
NUMBER	W01 x 5
FRAME	Existing Approved Standard Steel Fittings & Handles
GLASS	Existing 3mm Clear float Glass, replace where broken
FITTING	Factory fitted
FRAME & BURGLAR BAR FINISH	Clean down, apply metal primer to bare spots, 1 coat universal undercoat, 2 cts polyurethane non-drip enamel to pressed steel window frame & burglar bar

POSITION	OFFICES
NUMBER	W02 x 3
FRAME	Existing Approved Standard Steel Fittings & Handles
GLASS	Existing 3mm Clear float Glass, replace where broken
FITTING	Factory fitted
FRAME & BURGLAR BAR FINISH	Clean down, apply metal primer to bare spots, 1 coat universal undercoat, 2 cts polyurethane non-drip enamel to pressed steel window frame & burglar bar

POSITION	OFFICES
NUMBER	W03 x 4
FRAME	Existing Approved Standard Steel Fittings & Handles
GLASS	Existing 3mm Clear float Glass, replace where broken
FITTING	Factory fitted
FRAME & BURGLAR BAR FINISH	Clean down, apply metal primer to bare spots, 1 coat universal undercoat, 2 cts polyurethane non-drip enamel to pressed steel window frame & burglar bar

POSITION	OFFICES
NUMBER	W04 x 4
FRAME	Existing Approved Standard Steel Fittings & Handles
GLASS	Existing 3mm Clear float Glass, replace where broken
FITTING	Factory fitted
FRAME & BURGLAR BAR FINISH	Clean down, apply metal primer to bare spots, 1 coat universal undercoat, 2 cts polyurethane non-drip enamel to pressed steel window frame & burglar bar

POSITION	OFFICES
NUMBER	W05 x 2
FRAME	Existing Approved Standard Steel Fittings & Handles
GLASS	Existing 3mm Clear float Glass, replace where broken
FITTING	Factory fitted
FRAME & BURGLAR BAR FINISH	Clean down, apply metal primer to bare spots, 1 coat universal undercoat, 2 cts polyurethane non-drip enamel to pressed steel window frame & burglar bar

POSITION	OFFICES
NUMBER	W06 x 2
FRAME	Existing Approved Standard Steel Fittings & Handles
GLASS	Existing 3mm Clear float Glass, replace where broken
FITTING	Factory fitted
FRAME & BURGLAR BAR FINISH	Clean down, apply metal primer to bare spots, 1 coat universal undercoat, 2 cts polyurethane non-drip enamel to pressed steel window frame & burglar bar

WINDOW SCHEDULE
SCALE 1:100

APPROVAL STAMPS

General Notes:

The design of this drawing is copyright protected & remains the property of Timocraft Consulting. The project notes are to be read in conjunction with all relevant technical specifications.

All work is to be carried out strictly in accordance with the National Building Regulations, Building Standards Act 103 of 1977, "good building practices" and the relevant Municipal Regulations.

Quality of all materials & workmanship to comply with the relevant S.A.B.S. and B.S.S. specification standards. The trade contractor shall provide finished mock-ups and samples as noted or required by the contract documents for approval by the architects prior to fabrication.

This drawing is not to be scaled, figured dimensions to be used at all times. Unless noted otherwise, all dimensions are given in millimetres.

Contractor is responsible for the correct setting out of the buildings, all external & all internal walls with particular reference to boundaries, building lines, etc. No part of the structure including roof & rainwater goods, is to encroach upon any servitude area or cadastral boundary.

Contractors are to locate and identify, if any, existing services on site, and to protect these from damage throughout the duration of the works.

Refer to the relevant consultants drawings for co-ordination of work. The work of all disciplines shall be carefully co-ordinated with the overall aesthetic appearance of the building.

All relevant details, levels & dimensions to be checked on site prior to commencement of work. Any queries are to be forwarded immediately to the architects.

Discrepancies existing between the drawings of the various trades shall be brought to the immediate attention of the project manager and the architects.

Architects drawings & details show design intent and are meant to be indicative of the profiles and detailing required for the work.

Architects decision on the contractors interpretation shall be final and binding.

Build in, only approved d.p.c.'s, whether or not these are shown on drawings, to all external walls at each floor, beam or parapet level & to all windows, doors, grilles or other opening in external walls. Shoppot bricks to be used to all external cavity walls with weepholes at max 500mm if not stated differently. Dpc to be min 150mm above n.g.l.

Any queries arising from all the above must be reported to the architects for clarification before any work is put in hand. Architects to local authority requirements, if not stated otherwise.

NO.	DATE	REVISION	IF NOT STATED OTHERWISE	DRAWN

ISSUED FOR TENDER

CONSULTANTS

PRINCIPAL AGENT	SKY HIGH CONSULTING ENGINEERS
ARCHITECT	TIMOCRAFT CONSULTING
QUANTITY SURVEYING	BLANS GROUP
CIVIL & STRUCTURAL	SKY HIGH CONSULTING ENGINEERS
ELECTRICAL	THOKOMELA ENGINEERING

ELECTRICAL CLIENT

ECDC EASTERN CAPE DEVELOPMENT CORPORATION

PRINCIPAL AGENT

SKY HIGH consulting engineers

ARCHITECT

TIMOCRAFT CONSULTING
P.O. Box 11111, 601
Reg. 2012/163563/07

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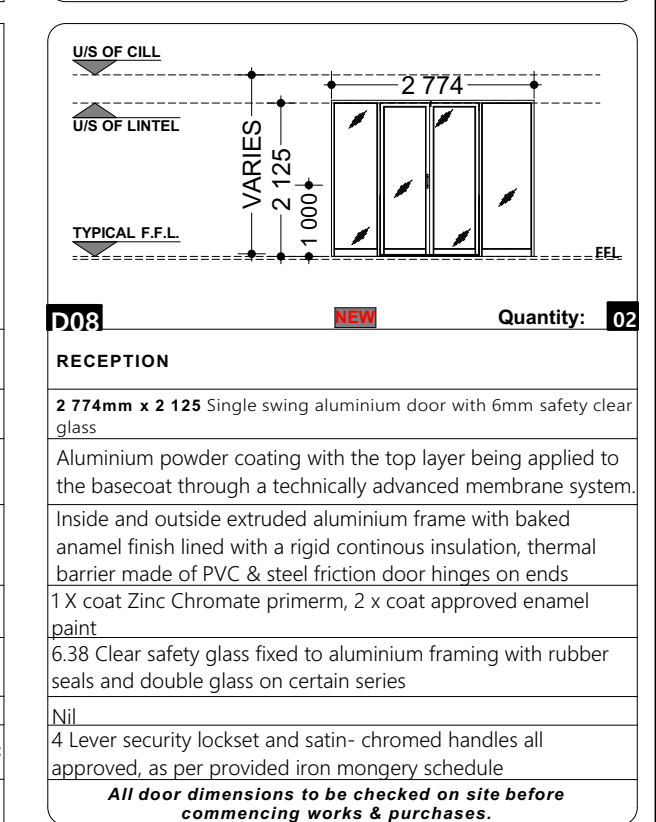
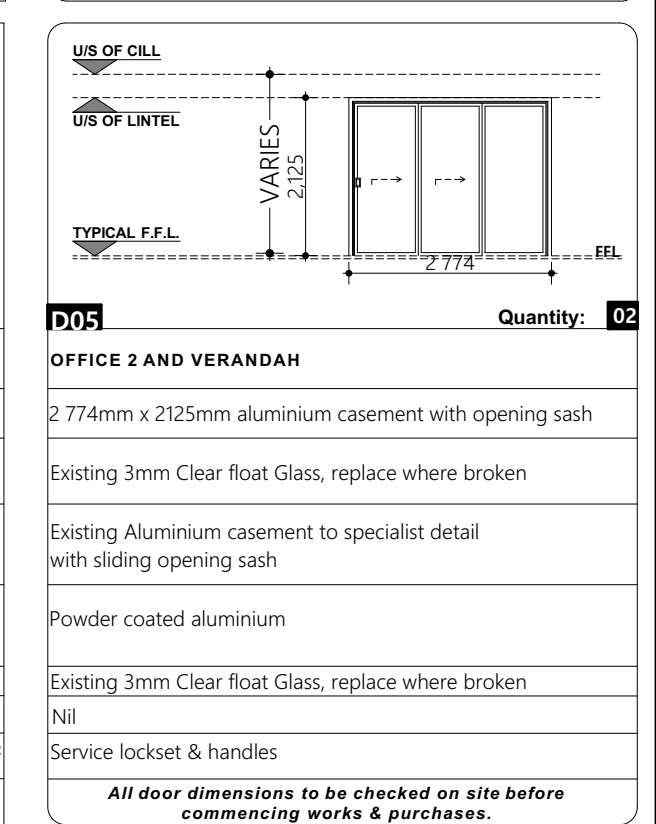
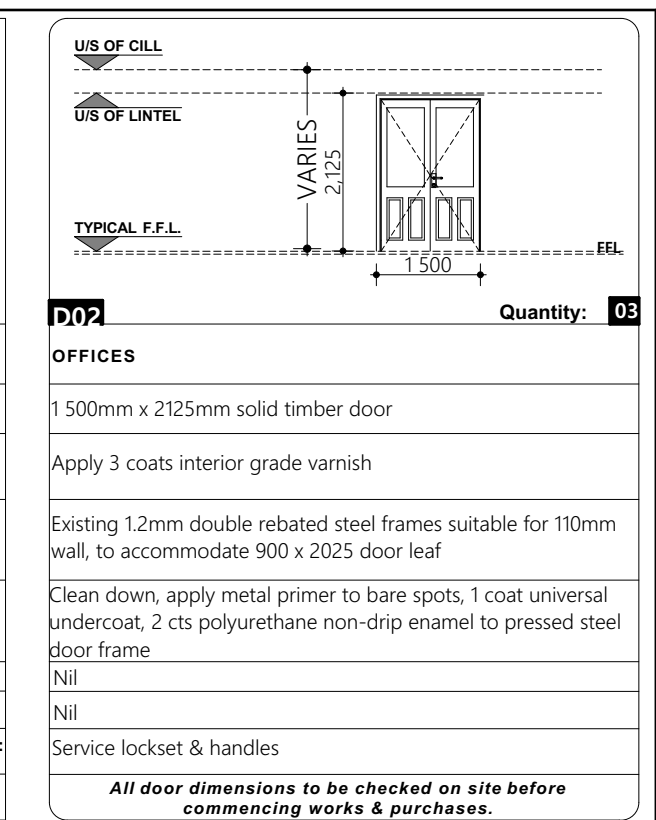
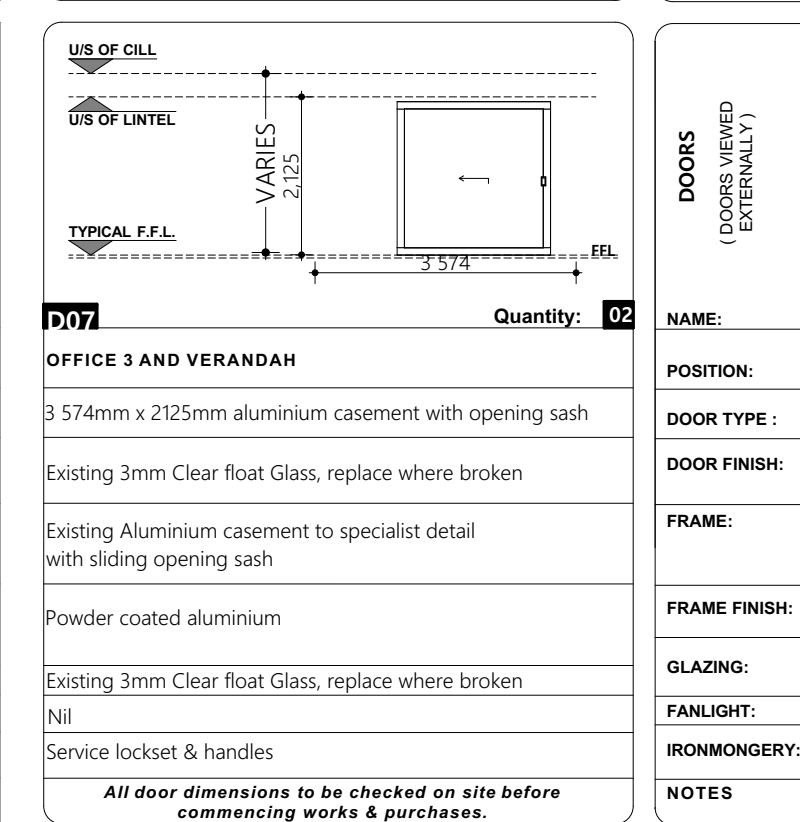
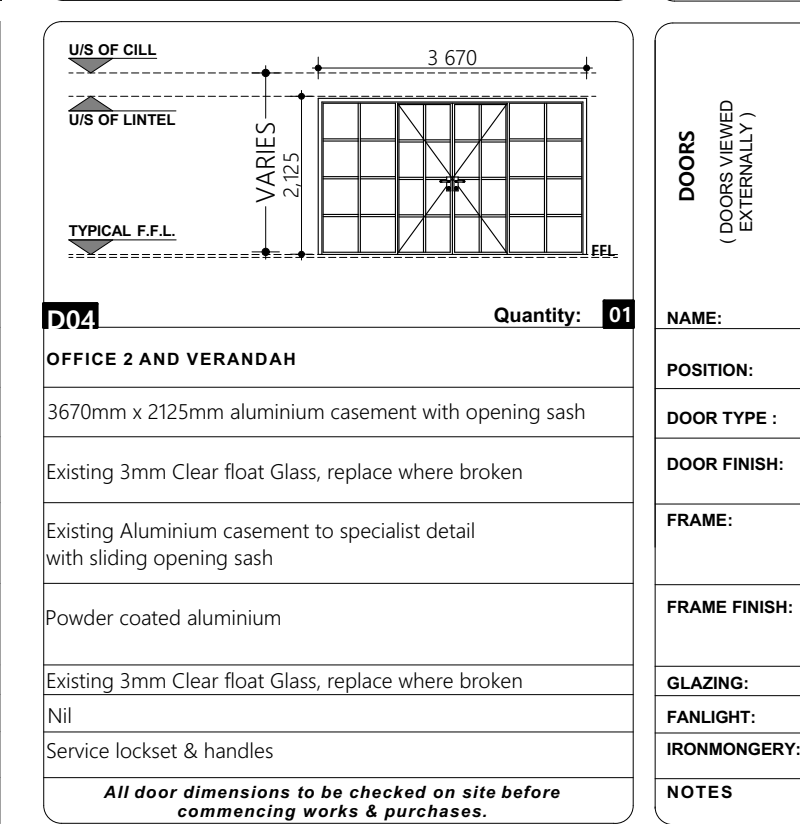
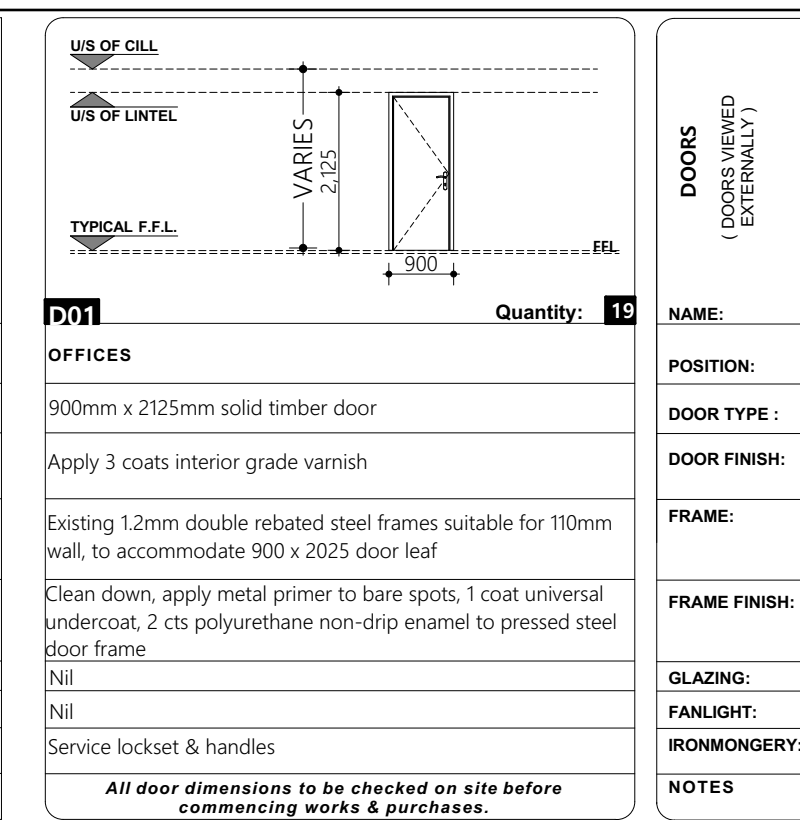
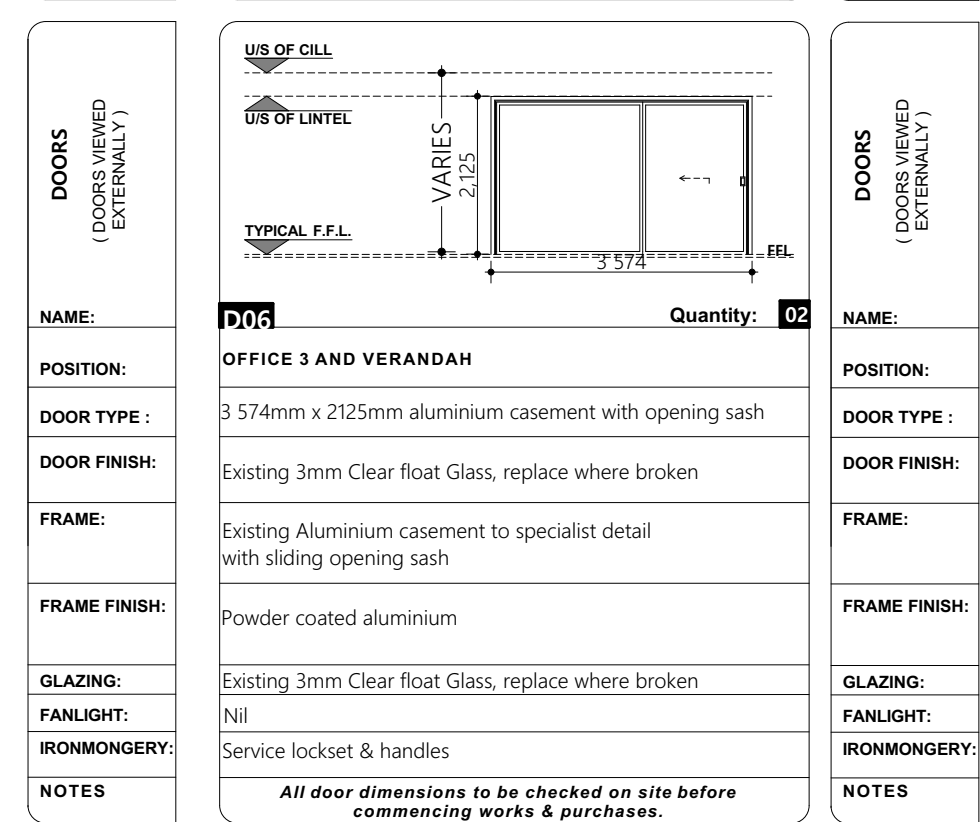
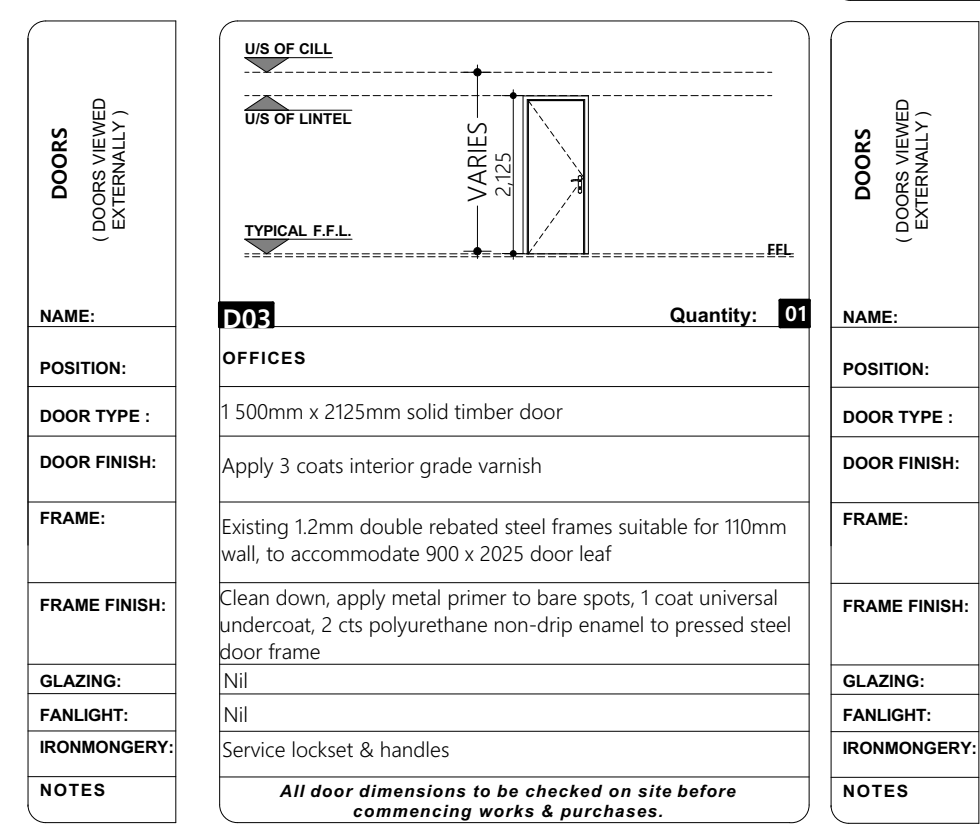
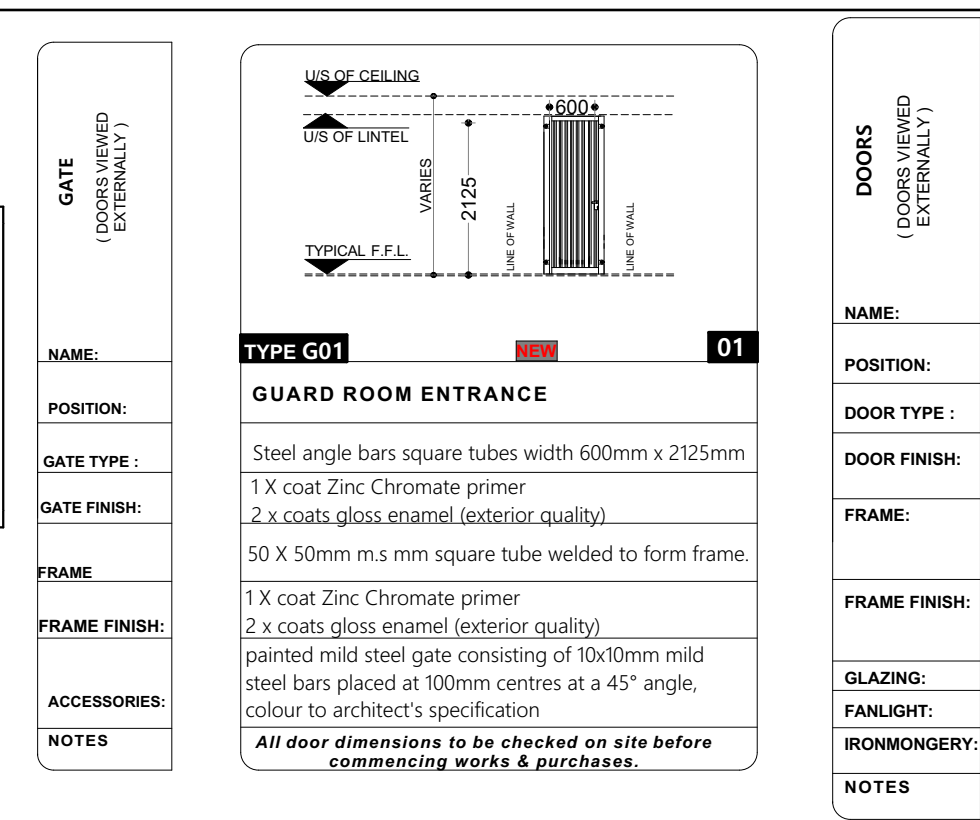
PROJECT

RENOVATIONS OF ECDC OFFICE BUILDING ON ERF 1667, QUEENSTOWN

DRAWING TITLE

FLOOR PLAN AND ELEVATIONS

ERF NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REV
1667	ARCHITECTURE	A1001		



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CHK	Shone K. (P, Arch)			
APR	Shone K. (P, Arch)			

PROJECT

RENOVATIONS FOR ECDC MAIN OFFICE
BUILDING ON ERF 1667, QUEENSTOWN

DRAWING TITLE

CEILING PLAN AND DOOR SCHEDULE

REF. NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION
1667	ARCHITECTURE	A1002		

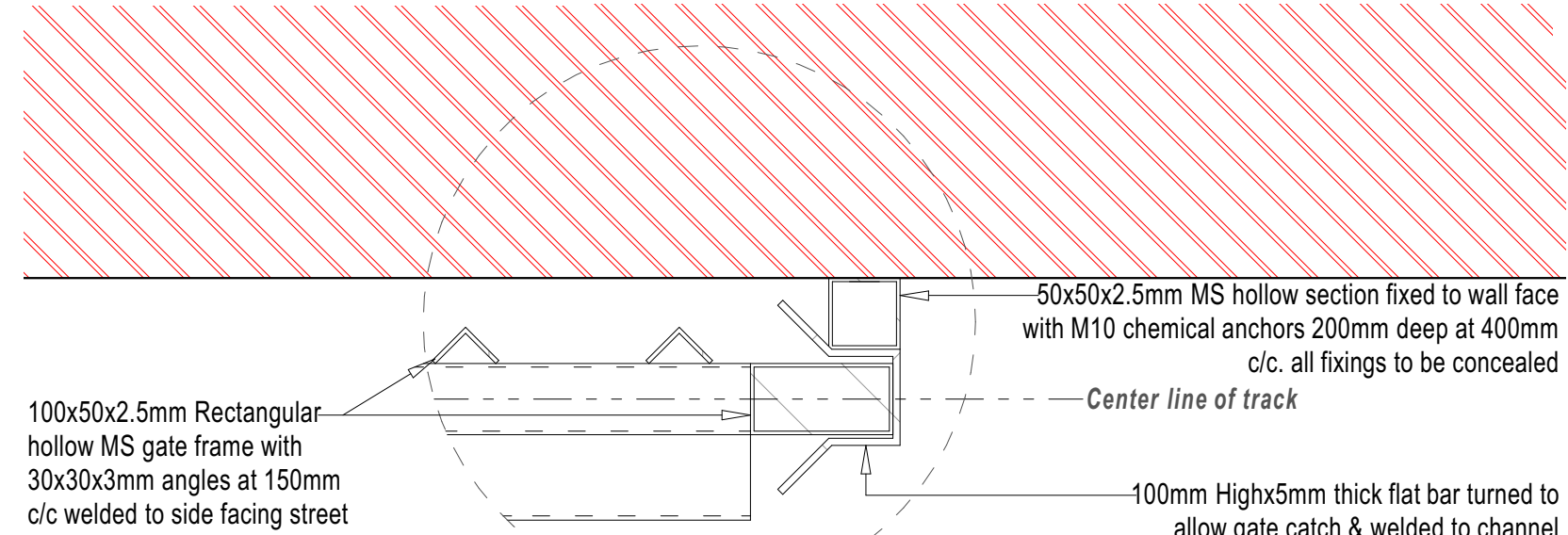
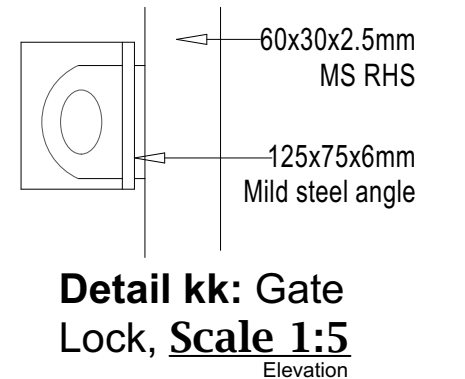
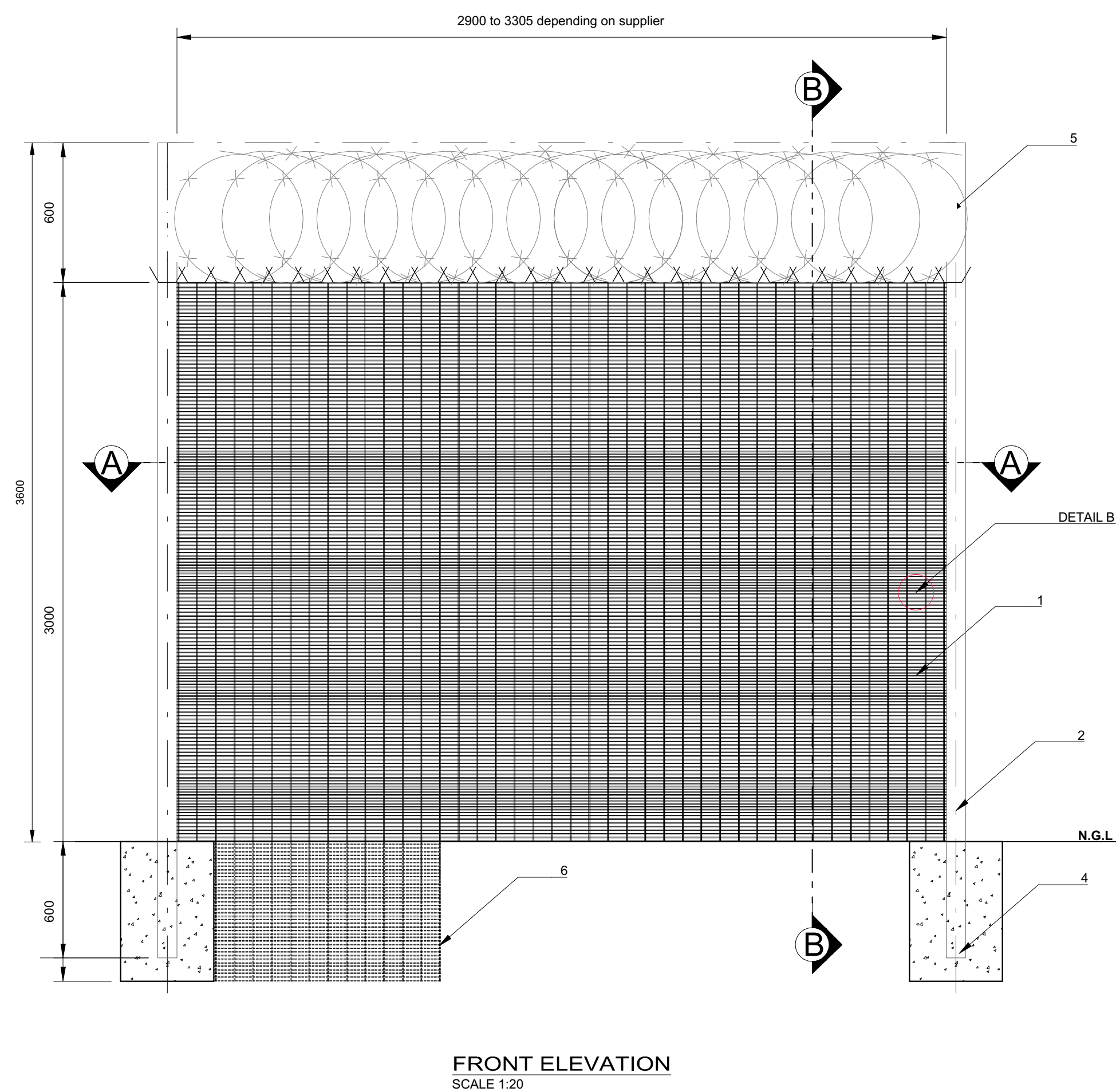
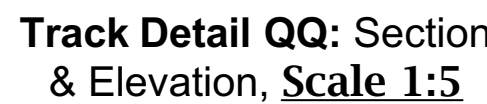
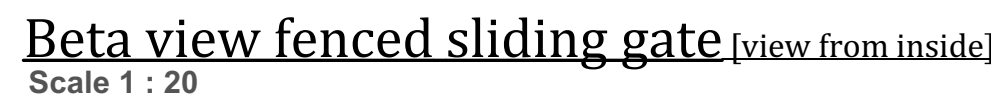
CLIENT

<p>PRINCIPAL AGENT</p>	<p>ARCHITECT</p>
	

CONSULTANTS	
PRINCIPAL AGENT	SKY HIGH CONSULTING ENGINEERS
ARCHITECT	TIMOCRAFT CONSULTING
QUANTITY SURVEYING	BLNS GROUP
CIVIL & STRUCTURAL	SKY HIGH CONSULTING ENGINEERS
ELECTRICAL	THOKOMELA ENGINEERING

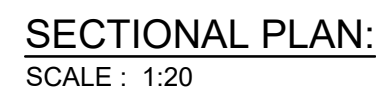
**ISSUED FOR
TENDER**

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CLEARVU FENCE SPECIFICATION (This is a Minimum specification required)		
ITEM #	DESCRIPTION'	DESCRIPTION'
1	PANEL	2.4m High Security Beta view or similar approved Galvanized Fence 76x25 mm Mesh aperture. Wire diameter of 3.4 mm Horizontal and 4.4 mm Vertical 4 stiffening wire bend Internal fixtures-Anti Vandal/Climb etc
2	POST	Galvanized Tap Locking Post sealed with steel Cap
3	CLAMPS	Galvanized Single and Double combo Clamp or similar Approved
4	FOUNDATION	400x400x600mm 25 Mpa Concrete Foundation
5	TOPPING	Standard Razor wire fence by specialist and 100mm high toughened steel shark tooth spike
6	UNDER DIG	600mm under dig/Anti-Burrow Clear VU mesh extension similar to the Fence in all respect

APPROVAL STAMPS



Drawing Number : SHCE-EC-083-SF-001	A1	Revision : T
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TENDER