CONTRACT DOCUMENT

FOR THE

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

VOLUME 3

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 88** of this document (see also Clause F.2.1.1 – Tenderer's obligations on **page 6**)
- Table 1: Tender Preference Claim (B-BBEE contribution) is on **page 84** of this document

ISSUED BY:
DIRECTOR: HUMAN SETTLEMENTS IMPLEMENTATION, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA) CITY OF CAPE TOWN 12 Hertzog Boulevard CAPE TOWN 8001

For official use
TENDER SERIAL No.:
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
1.
2.
3.

October 2017

NAME OF TENDERING ENTITY	NOKHANYA SERVICES (PTY) LTD

TENDERER TO INDICATE BELOW FOR WHICH PANEL THEY ARE SUBMITTING AN AVERAGE COST PER HOUSE					
Panel 1		Panel 2		Panel 3	

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

General Tender Information

TENDER ADVERTISED	:	13 October 2017
ESTIMATED CIDB CONTRACTOR GRADING	: :	CIDB Grading not required, however tenderers must be appropriately registered with the National Home Builders Registration Council (NHBRC)
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 24 October 2017 (Not compulsory but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Bellville Civic Centre Conference Hall, c/o Voortrekker and Oos Street, Bellville
CLOSING DATE	:	14 November 2017
CLOSING TIME	:	10h00
CLOSING VENUE	:	**Tender Box 240** at the **Tender & Quotation Box** Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

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CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN, DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION,** invites tenders for Tender No. **106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS**

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Supplier Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2017.

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from **13 October 2017.**

A non-refundable tender fee of R100.00 payable by crossed cheque made out in favour of the City of Cape Town, is required on collection of the tender documents.

Queries relating to the issue of these documents may be addressed [redacted], Fax No. [redacted]

A non-compulsory clarification meeting with representatives of the Employer will take place at Bellville Civic Centre Conference Hall, c/o Voortrekker Road and Oos Street, Bellville, on Tuesday, 24 October 2017 starting at 10:00.

The closing time for receipt of tenders is **10:00** on **14 November 2017.**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

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

[redacted]



CITY OF CAPE TOWN
DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION
CONTRACT NO. 106Q/2017/18
APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

LOCALITY PLAN – CLARIFICATION MEETING VENUE

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
F.1	**General**
F.1.1	**Actions**
F.1.1.1	*Add the following:* The Employer is the City of Cape Town, represented by the **DIRECTOR: TDA - HUMAN SETTLEMENTS IMPLEMENTATION**
F.1.1.2	*Add the following clauses after the first paragraph:* The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy'). Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.
F.1.2	**Tender Documents** *Add the following:* "The following documents form part of this tender: **VOLUME 1:** The Principal Building Agreement Edition 6.1, March 2014 as prepared by the Joint Building Contracts Committee Incorporated. This publication is available and tenderers must obtain copies at their own cost. **VOLUME 2:** The Model Preambles for Trades 2008 as published by the Association of South African Quantity Surveyors Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours. The tender documents issued by the Employer comprise: **VOLUME 3:** The Contract Document (this document, which may also be obtained in electronic format), in which is bound: **The Tender** **Part T1: Tendering procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data **Part T2: Returnable Documents** T2.1 List of returnable documents

[redacted]

T2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data
C1.1 Form of offer and acceptance
C1.2 Contract data
C1.3 Form of Guarantee for Construction
C1.4 Form of Guarantee for Advance Payment
C1.5 Occupational Health and Safety Agreement
C1.6 Protection of the Environment Declaration
C1.7 Insurance Broker's Warranty
C1.8 Contract of Temporary Employment as Community Liaison Officer

Part C2: Pricing Data
C2.1 Pricing Assumptions
C2.2 Bills of Quantities

Part C3: Scope of Work
C3.1 Description of the Works
C3.2 Engineering
C3.3 Procurement
C3.4 Construction
C3.5 Management
C3.6 Annexes

Part C4: Site Information
C4 Site information (No site information provided in tender document)

VOLUME 4: Drawings (No drawings applicable to this tender – standard specifications are provided for pricing purposes)

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

F.1.3 **Interpretation**
F.1.3.2 *Delete the clause and replace with the following:*
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.

F.1.4 **Communication and employer's agent**
Delete the first sentence of the clause and replace with the following:
Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

(The Employer's agent is:

Name: [redacted]
Address: City of Cape Town
21 Floor
Civic Centre
12 Hertzog Boulevard
Cape Town 8001
[redacted]
[redacted]

F.1.5 **Cancellation and Re-Invitation of Tenders**
Delete the fulstop at the end of F.1.5.1 c) and replace with , or
Add the following after F.1.5.1 c):
d) there is a material irregularity in the tender process.

F.1.6.2 **Competitive negotiation procedure**
Add the following to F.1.6.2.1:
A competitive negotiation procedure will not be followed.

F.1.6.3 **Proposal procedure using the two-stage system**
Add the following between F.1.6.3 and F.1.6.3.1:

[redacted]

A two-stage system will not be followed.

Add the following after F.1.6.3.2.2

F.1.6.4 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

F.1.6.4.1 **Disputes, objections, complaints and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

F.1.6.4.2 **Appeals**

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
b) An appeal must contain the following:
   i) Must be in writing
   ii) It must set out the reasons for the appeal
   iii) It must state in which way the Appellant's rights were affected by the decision;
   iv) It must state the remedy sought; and
   v) It must be accompanied with a copy of the notification advising the person of the decision

F.1.6.4.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

F.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 021 400 5963 or 021 400 5830
Via email at: MSA. Appeals@capetown.gov.za

F.1.6.4.5 All requests referring to clause F.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:
The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 086 202 9982 or 021 400 5830
Via email at: Access2info.Act@capetown.gov.za

F.1.7 **City of Cape Town Supplier Database Registration**

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

F.1.8 **National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised

[redacted]

or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **https://secure.csd.gov.za**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

F.2 Tenderer's obligations

F.2.1 **Eligibility**
*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

F.2.1.1 *Delete the clause and replace with the following:*
Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after F.2.1.2:
F.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

F.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

F.2.1.4.1 **Construction Industry Development Board (CIDB) Registration (NOT APPLICABLE)**
Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, 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 CE or GB class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:
a) every member of the joint venture is registered with an active status with the CIDB;
b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE or GB class of construction work; and
c) 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 CE or GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numerics associated with the contractor Grading Designations see Annex G attached.

F.2.1.4.1.1 **National Home Builders Registration Council (NHBRC)**

Tenderers must be appropriately registered as Home Builders by the NHBRC. Proof of NHBRC Registration is required and is to be appended to this document or within the requested time, failing which, the tenderer will be deemed non-responsive. Joint Ventures are eligible to submit tenders provided that each member of the joint venture is registered with the NHBRC and provides proof thereof.

F.2.1.4.2 **Compliance with requirements of CCT SCM Policy and procedures**
Only those tenders that are compliant with the requirements below will be declared responsive:
a) Full name of entity submitting tender to be provided;
b) Identification number or company or other registration number to be provided;
c) Tax reference number to be provided;
d) VAT registration number (if any) to be provided;
e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
f) A copy of the partnership / joint venture / consortium agreement to be provided;
g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);

[redacted]

h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);
i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
k) The tenderer's tax matters with SARS are in order;
l) The tenderer is not an advisor or consultant contracted with the Employer;
m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.
n) In order to be considered for an appointment in terms of this tender, tenderer's must have an office in the City of Cape Town Municipal Area, or within 100km from the Cape Town CBD, from which they will operate and from which the work will be managed. The physical address of this office is to be indicated on Schedule 1, Part T.2.2: Returnable Schedules and will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission
o) The tenderer submits a price per house which is less than or equal to the housing subsidy quantum depicted in the tables below:

COST BREAKDOWN OF A STANDARD FREE STANDING 40 SQUARE METRE DWELLING (Excl. VAT)	
Item	Cost
Earthworks	R 6 707.48
Concrete, Formwork & Reinforcement	R 10 780.37
Brickwork	R 15 528.48
Roof structure	R 8 832.44
Ceiling and Insulation	R 7 311.82
Windows	R 8 083.53
Doors and Frames	R 6 558.00
Finishing and Paintwork	R 10 637.98
Electrical	R 9 958.40
Plumbing and Drainage	R 9 976.38
Sub Total A	**R 94 374.88**
Preliminaries and General	R 8 578.67
Sub Total B	**R102 953.55**
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	**R114 600.55**

COST BREAKDOWN OF A STANDARD FREE STANDING 45 SQUARE METRE DOUBLE STOREY DWELLING (Excl. VAT)	
Item	Cost
Earthworks	R 6 707.48
Concrete, Formwork & Reinforcement	R 10 780.37
Brickwork	R 15 528.48
First Floor Slab and Stairway	R 21 190.00
Roof structure	R 8 832.44
Ceiling and Insulation	R 7 311.82
Windows	R 8 083.53
Doors and Frames	R 6 558.00
Finishing and Paintwork	R 10 637.98
Electrical	R 9 958.40
Plumbing and Drainage	R 9 976.38
Sub Total A	**R115 564.88**
Preliminaries and General	R 8 578.67
Sub Total B	**R124 143.55**
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	**R135 790.55**

[redacted]

COST BREAKDOWN OF A STANDARD FREE STANDING 45 SQUARE METRE DWELLING FOR DISABLED PERSONS (Excl. VAT)	
Item	Cost
Foundations	R 11 108.64
Ground Floor Construction	R 12 394.86
External Envelope	R 25 192.99
Roof	R 8 173.37
Ceiling and Insulation	R 8 239.65
Internal Divisions	R 13 959.66
Floor Finishes	R 8 810.30
Internal Wall Finishes	R 20 863.67
Plaster of Internal Walls	R 1 817.55
Windows: Special Low E Clear and Opaque glass	R 4 533.77
Electrical Installation	R 10 579.55
Plumbing and Drainage	R 12 105.04
Site Clearance	R 2 999.30
Sub Total A	**R140 778.36**
Preliminaries and General	R 12 119.64
Sub Total B	**R152 898.00**
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	**R164 545.00**

p) The tenderer's four (4) key personnel scores the minimum of three (3) points each for experience. (Note: Should any of the Key Personnel score a zero (0) in terms of experience, the tenderer will be deemed Non-Responsive)
q) The tenderer scores a minimum of six (6) points for company track record. (Note: Should the tenderer score a zero (0) for track record, the tenderer will be deemed Non-Responsive)

F.2.1.4.3 **Minimum score for functionality**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

No	Description of functionality criteria	Maximum possible points	Minimum required for individual criterion
1	Experience of Assigned Director, Contract Manager, Site Agent and General Foreman (refer to Schedule 12) (Key Personnel)	20	12
2	Company track record of House Building (refer to Schedule 9)	10	6
	Total Minimum Score for functionality		**18**
	Total Maximum Score for functionality	**30**	

The minimum score for functionality is **18**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

Should any of the Key Personnel score a zero (0) in terms of experience, the tenderer will be deemed Non-Responsive.

Should the tenderer score a zero (0) for track record, the tenderer will be deemed Non-Responsive

[redacted]

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3, Part T2.2: Returnable Schedules).

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

Functionality Criteria Scorecard
APPLICABLE TO PANEL 1 – TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF 500 OR MORE HOUSES.

Quality criteria	Description	Experience	Possible Score
1. Experience of Assigned Director, Contract Manager, Site Agent and General Foreman, currently employed by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be assigned to this project	Contract Director – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of 500 or more houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of 500 or more houses per project, in the last 10 years.	5
		Contract Manager – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Contract Manager - managed and completed at least 1 subsidised housing project comprising of 500 or more houses in the last 10 years.	3
		Contract Manager – managed and completed 2 or more housing projects comprising of 500 or more houses per project, in the last 10 years.	5
		Site Agent – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of 500 or more houses per project, in the last 10 years.	3
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of 500 houses or more houses per project, in the last 10 years.	5
		General Foreman – no experience in managing subsidy housing projects comprising of 500 or more houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of 500 or more houses per project, in the last 10 years.	3

[redacted]

		General Foreman - managed and completed 2 or more subsidised housing projects comprising of 500 or more houses per project, in the last 10 years.	5
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to Schedule 9.	**A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years**	No subsidised housing project comprising of 500 or more houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of 500 or more houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of 500 or more houses per project in the last 10 years	10

Functionality Criteria Scorecard
APPLICABLE TO PANEL 2 – TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 200 AND 499 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 1, may also submit an average cost per house for this panel)

Quality criteria	Description	Experience	Possible Score
1. Experience of **Assigned** Director, Contract Manager, Site Agent and General Foreman, currently **employed** by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be **assigned** to this project	Contract Director – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		Contract Manager – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Contract Manager - managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses in the last 10 years.	3
		Contract Manager – managed and completed 2 or more housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		Site Agent – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses, in the last 10 years.	3

[redacted]

		Site Agent - managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		General Foreman – no experience in managing subsidy housing projects comprising of between 200 and 499 houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of between 200 and 499 houses in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to Schedule 9.	**A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years**	No subsidised housing projects comprising of between 200 and 499 houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of between 200 and 4999 houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project in the last 10 years	10

Functionality Criteria Scorecard
APPLICABLE TO PANEL 3 – TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 25 AND 199 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 2, may also submit an average cost per house for this panel) Tenderers qualifying in terms of eligibility for Panel 1 may not submit an average cost per house for this panel)

Quality criteria	Description	Experience	Possible Score
1. Experience of **Assigned** Director, Contract Manager, Site Agent and General Foreman, currently **employed** by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members	Experience of each key staff member in the specific field, who will be **assigned** to this project	Contract Director – no experience in managing subsidised housing projects comprising of between 25 and 199 houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of between 25 and 199 houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
		Site Agent – no experience in managing subsidised housing projects comprising of between 25 and 199 houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of	3

[redacted]

assigned) must be appended to Schedule 12.		between 25 and 199 houses per project, in the last 10 years.	
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
		General Foreman – no experience in managing subsidy housing projects comprising of between 25 and 199 houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of between 25 and 1999 houses, in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to schedule 9	**A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years**	No subsidised housing projects comprising of between 25 and 199 houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of between 25 and 199 houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project in the last 10 years	12

F.2.1.4.4 **Local Content**

a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

F.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the **Electrical and Telecoms Cable sector ("the designated sector") is 90% and will include all sub-sectors from the applicable National Treasury Instruction Note.**

F.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

F.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

F.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the City of Cape Town SCM Policy.

F.2.1.4.4.5 A bid will be declared non-responsive / disqualified if the **Local Content Declaration / Annexure C** returnable schedules as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

F.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.

[redacted]

F.2.1.4.5 **Clarification meeting (Non-compulsory)**

Tenderers are requested to attend a clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

F.2.1.4.6 **Pre-qualification criteria for preferential procurement**

Only those tenderers who meet the following pre-qualification criteria will be declared responsive:

a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level ??;

b) an EME or QSE;

c) a tenderer subcontracting a minimum of 30% to:

i. an EME or QSE which is at least 51% owned by black people;

ii. an EME or QSE which is at least 51% owned by black people who are youth;

iii. an EME or QSE which is at least 51% owned by black people who are women;

iv. an EME or QSE which is at least 51% owned by black people with disabilities;

v. an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas or townships;

vi. a co-operative which is at least 51% owned by black people;

vii. an EME or QSE which is at least 51% owned by black people who are military veterans;

an EME or QSE

Tenderers must fully complete the schedule titled **Schedule of Pre-Qualification Criteria Sub-Contractors** in order for this requirement to be evaluated.

F.2.3 **Check documents**

F.2.3 *Delete the clause and replace with the following:*

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified

F.2.7 **Clarification meeting**

Add the following after the second sentence:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.8 **Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

a) inspected the Specifications and read and fully understood the Conditions of Contract.

b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.

c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.

e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.



The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

F.2.12 **Alternative tender offers**

F.2.12.1 *Add the following to F.2.12.1 at the end of the first sentence:*
If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
d) details of any proposed amendments to the Pricing Assumptions

F.2.12.3 *Add the following to F.2.12.1 at the end of the first sentence:*
An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender - offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

F.2.13 **Submitting a tender offer**

Add the following to F.2.13.1 at the end of the first sentence:

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.3 at the end of the first sentence:

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

Add the following to F.2.13.5 at the end of the first sentence:

F.2.13.5 The tender submission details are all described on the General Tender Information page.

Add the following to F.2.13.6:

F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

Add the following after F.2.13.9:

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
b) The electronic version shall not be regarded as a substitute for the issued tender documents.
c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.



d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.2.15 **Closing time**

Add the following to F.2.15.1 after the first sentence:

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 **Tender offer validity**

Add the following to F.2.16.1 after the first sentence:

F.2.16.1 The tender offer validity period is **12 weeks (84 days).**

F.2.16.2 *Delete the clause and replace with the following:*
Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

F.2.17 **Clarification of tender offer after submission**

Add the following to F.2.17 at the end of the third sentence:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

F.2.18 **Provide other material**

Delete the following word in F.2.18.1:

F.2.18.1 notarized

Add the following to F.2.18.1 at the end of the first paragraph:
Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

Add the following after F.2.18.2:

F.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

F.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**

[redacted]

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

F.2.23 **Certificates**
Add the following after the first sentence:
The tenderer is required to submit the following:

F.2.23.1 **Evidence of tax compliance**
Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

F.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**
In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after F.2.23.2

F.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause F.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.



F.3 The Employer's undertakings

F.3.2 **Issue Addenda**
Delete the words "three days" from the first sentence and replace with:

"five working days where possible"

Add the following to F.3.2 at the end of the paragraph:
Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F3.4 **Opening of tender submissions**
Add the following to F.3.4.2 at the end of the paragraph:
The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

F.3.8 **Test for responsiveness**

F.3.8.2 *Delete par F.3.8.2 (c)*

Replace the final sentence of F.3.8.2 with the following:
Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

Add the following after clause F.3.8.2
F.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

F.3.9 **Arithmetical errors, omissions and discrepancies**
Add the following after clause F.3.9.2
F.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

F.3.10 **Clarification of a tender offer**
Delete the clause and replace with the following:
F3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 **Evaluation of tender offers**

Add the following paragraph below the heading:
The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest acceptable tender for each panel will be used to determine the applicable preference point system.

F.3.11.3(3) *Add the following after par F.3.11.3(3):*

In addition, the following deemed B-BBEE Status Level of Contributor can be attained and such tenderers must be awarded the appropriate number of points:

In respect of Exempted Micro Enterprises (EMEs):



Black Ownership of EME	Deemed B-BBEE Status Level of Contributor
less than 51%	4
at least 51% but less than 100%	2
100%	1

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor
at least 51% but less than 100%	2
100%	1

F.3.11.3(4) *Delete the heading and replace with the following:*
The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

F.3.11.3(4)(a)(i) *Delete the first sentence of par F.3.11.3(4)(a)(i) and replace with the following:*

(4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30'000 and up to Rand value of R50'000'000 (all applicable taxes included):

Delete the text under the formula and replace with the following:
Where
Ps = Points scored for price of tender or offer under consideration;
Pt = Price of tender or offer under consideration; and
Pmin = Price of lowest acceptable tender or offer.

F.3.11.3(4)(a) *Amend the number of points for status level 3 as follows:*

B-BBEE status level of contributor	Number of points
3	14

F.3.11.3(5) *Delete the heading and replace with the following:*
The 90/10 preference point system for acquisition of services, works or goods with a Rand value above R50 million

F.3.11.3(5)(a)(i) *Delete the first sentence of par F.3.11.3(5)(a)(i) and replace with the following:*

(5) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value above R50'000'000 (all applicable taxes included):

Delete the text under the formula and replace with the following:
Where
Ps = Points scored for price of tender or offer under consideration;
Pt = Price of tender or offer under consideration; and
Pmin = Price of lowest acceptable tender or offer.

F.3.11.3(5)(a) *Amend the number of points for status level 3 as follows:*

B-BBEE status level of contributor	Number of points
3	6

[redacted]

F.3.11.7 *Delete the text in the final row of the table and replace with the following:*

a	P_m is the offer of the most favourable offer. P is the offer of the tender offer under consideration.

F.3.11.7 **Scoring Financial Offers**
Add the following:
The financial offer will be scored using **Formula 2 (Option 1).**

F.3.11.8 **Scoring Preferences**
Add the following:
Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

Add the following after F.3.11.9:
F.3.11.10 **Risk Analysis**
Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:
a) reasonableness of the financial offer
b) reasonableness of unit rates and prices

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of F.3.13 b).

F3.13 **Acceptance of tender offer**
Delete F.3.13 and replace with the following):
Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

Delete F.3.13 a) and replace with the following):
a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system., preventing participation in the employer's procurement,

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

F.3.16 **Notice to unsuccessful tenderers**
Replace the heading above with:
Notice to successful and unsuccessful tenderers

F.3.16.1 *Delete the clause and replace with the following:*
Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

F.3.16.2 *Delete clause F.3.16.2 and replace with the following:*
The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

F.3.17 **Provide copies of the contract**
Add the following after the first sentence:
The number of paper copies of the signed contract to be provided by the Employer is one.

F.3.19 *Add the following after F.3.19*
F.3.20 **Negotiations with preferred tenderers**
The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
a) does not allow any preferred tenderer a second or unfair opportunity;
b) is not to the detriment of any other tenderer; and
c) does not lead to a higher price than the tender as submitted.

[redacted]

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.
The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.



Annex F

(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.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.

F.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.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.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 organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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

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

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



e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.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.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state 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 services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.



F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

F2.2.1 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.

F2.2.2 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.

F.2.3 Check documents

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

F.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.

F.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.

F.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.

F.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.

F.2.8 Seek clarification

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



F.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.

F.2.10 Pricing the tender offer

F.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 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.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.

F.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.

F.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.

F.2.12 Alternative tender offers

F.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.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

F.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.

F.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.

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

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.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 proposall and place the remaining returnable documents in an envelope marked —technical proposall. 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.

F.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.

F.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.

F.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.

F.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.

F.2.15 Closing time

F.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.

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.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.

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

F.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 F.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.

F.2.18 Provide other material

F.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.

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

F.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.

F.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.

F.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.

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.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.

F.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 days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.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.

F.3.4 Opening of tender submissions

F.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.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated



in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

F.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.

F.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.

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

F.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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.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.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
b) 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.
c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for BBBEE contribution
3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.



The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where
Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

(4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price tenders with a value less than R30 000, if and when appropriate:

(4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

90/10

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where
Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

[redacted]

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$

where: N_{FO} is the number of tender evaluation points awarded for price.
W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	$A = (1 + (\frac{P - Pm}{Pm}))$	$A = P / Pm$
2	Lowest price or percentage commission / fee	$A = (1 - (\frac{P - Pm}{Pm}))$	$A = Pm / P$
a Pm is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.
Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

[redacted]

F.3.11.9 Scoring functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$N_Q = W_2 \times S_Q / M_S$

where: *S_Q is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission; and*
W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.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.

F.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.

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

F.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.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.



F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.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.

F.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.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.



Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	650 000
3 (class of construction works)	3	2 000 000
4 (class of construction works)	4	4 000 000
5 (class of construction works)	5	6 500 000
6 (class of construction works)	6	13 000 000
7 (class of construction works)	7	40 000 000
8 (class of construction works)	8	130 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work (see next page)



Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation,? renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

[redacted]

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellators and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	



Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

[redacted]

Part T2: Returnable Documents

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T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. Returnable Schedules that will be incorporated into the Contract

		Pages
1:	COMPULSORY ENTERPRISE QUESTIONNAIRE	40
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	41 – 42
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4:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	44
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14:	DETAILS OF TENDERER'S WORKSHOP FACILITIES	58
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16:	PROPOSED WORK PLAN	60
17:	SCHEDULE OF ESTIMATED DELIVERY OF HOUSES PER MONTH	61-62
18:	SCHEDULE OF SUBCONTRACTORS	63
19:	HEALTH AND SAFETY PLAN	64
20:	PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	65
21:	FUNCTIONALITY CRITERIA	66-70
22:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	71-78
23:	PRICE BASIS FOR IMPORTED PLANT AND MATERIALS	79
24:	RECORD OF ADDENDA TO TENDER DOCUMENTS	80
25:	PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution)	81-84 – 59
26:	SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	85
27:	INFORMATION TO BE PROVIDED WITH THE TENDER	86

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 3.
- Health and Safety Plan - append to Schedule 19.
- Functionality Criteria - append to Schedule 21.

3. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance

4. C1.2 Contract Data (Part 2)

5. C2.2 Bills of Quantities

[redacted]

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T2.2 Returnable Schedules



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SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: [redacted]

Local office address: [redacted]

Contact Person: [redacted]

Contact Number: [redacted]

e-mail address: [redacted]

Section 2: VAT registration number, if any: [redacted]

Section 2a: National Treasury Central Supplier Database registration number : [redacted]

Section 2b: SARS Tax Compliance Status PIN : [redacted]

Section 3: cidb registration number, if any: [redacted]

Section 4: Particulars of sole proprietors and partners in partnerships

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

Section 5: Particulars of companies and close corporations

Company registration number [redacted]

Close corporation number [redacted]

Tax reference number [redacted]

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER: [redacted]

[redacted]

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SCHEDULE 2 : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS**

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: [redacted] that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
   (a) has been requested to submit a tender in response to this invitation to tender;
   (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the tender;

[1]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.

[redacted]

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

[redacted]

.....
Signature

[redacted]

.....
Date

[redacted]

.....
Name

[redacted]

.....
Position

[redacted]

CITY OF CAPE TOWN

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SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES N/A

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms .....

..... authorised signatory of the company,

close corporation or partnership .....

..... , acting in the capacity

of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

[redacted]

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

1 **The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**

a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b) been convicted for fraud or corruption during the past five years;
c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☒
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☒
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
2.5.1	If so, furnish particulars:		

I, [redacted], the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

[redacted]
Signature

[redacted]
Date

[redacted]
Position

[redacted]
Name of Tenderer/Contractor

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

[redacted]

CITY OF CAPE TOWN

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SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)

1. No bid will be accepted from persons in the service of the state'.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of tenderer or his or her representative: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder): .....

3.4 Company or Close Corporation Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state

3.8.1 If yes, furnish particulars. .....

.....

3.9 Have you been in the service of the state for the past twelve mon

3.9.1 If yes, furnish particulars .....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who m with the evaluation and or adjudication of this bid?

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other su rsons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.11.1 If yes, furnish particulars

.....

.....

3.12 Ar pany's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

3.12.1 If culars.....

3.13 Are any spouse, child or parent of th[redacted]rectors, trustees, managers, principle shareholders or stakeholders in service of the state?

3.13.1 If yes, furnish particulars.

.....

.....

13.4 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this [redacted] interest in any other related companies or business whether or not they are bidding for this contract?

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number
[redacted]	[redacted]	
[redacted]	[redacted]	

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employ[redacted] remedies available to it

Signature[redacted]

Date [redacted]

[redacted]

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

'MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
- *(i) any municipal council;*
- *(ii) any provincial legislature; or*
- *(iii) the national Assembly or the national Council of provinces;*

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) an executive member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

[redacted]

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SCHEDULE 6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: **THE CITY MANAGER, CITY OF CAPE TOWN**

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and

b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the abuse of the Supply Chain Management Policy.

Physical **Business** address of the Tenderer	Municipal Account number(s)
[redacted]	[redacted]

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical **residential** address of Director / Member / Partner	Municipal Account number(s)
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	"	"

[redacted]

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

CITY OF CAPE TOWN

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SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER: [redacted] .....

[redacted]

CITY OF CAPE TOWN

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SCHEDULE 8: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

CCT VENDOR DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
[redacted]	[redacted]	[redacted]

SIGNED ON BEHALF OF TENDERER: [redacted] .....

[redacted]

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SCHEDULE 9: SCHEDULE OF HOUSE BUILDING EXPERIENCE (COMPANY TRACK RECORD) (FUNCTIONALITY)

In order to achieve a score for this functionality, Tenderers must provide the details of all House Building Contracts that the company has been awarded during the past 10 years, in the following table as specified in clause F.2.1.4.3.

Note: ONLY information provided in this schedule will be used for scoring of functionality criteria as per clause F.2.1.4.3. Therefore, tenderers that fail to complete this schedule may score zero points for Quality, which will result in the tenderer's offer not being considered. Supporting documentation (Company Profile and Contactable References) is to be attached for verification purposes only.

	Project 1	Project 2	Project 3	Project 4
Contract No.	[redacted]			
Contract Name				
Location				
Client				
Contact person				
Contact details				
e-mail address				
Number of units				
Size of units (sqm)				
Value of contract				
Start date				
Duration				
Completion date				

Note: Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture

Number of sheets appended by the tenderer to this Schedule ..... NIL ..... (If nil, enter NIL).

SIGNED ON BEHALF OF THE TENDERER: [redacted]

[redacted]

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SCHEDULE 10: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY

Not applicable to this tender

SIGNED ON BEHALF OF THE TENDERER: . . . [redacted] . . . . . .

[redacted]

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SCHEDULE 11: CONFIRMATION OF CONTRACTOR REGISTRATION WITH THE NHBRC

Tenderers must be appropriately registered as Home Builders by the NHBRC. Proof of NHBRC Registration is required and is to be appended to this schedule or within the requested time, failing which, the tenderer will be deemed non-responsive.

Joint Ventures are eligible to submit tenders provided that every member of the joint venture is registered with the NHBRC and provides proof thereof appended to this schedule.

SIGNED ON BEHALF OF TENDERER: .....[redacted].....

[redacted]

NATIONAL HOME BUILDERS
NHBRC
REGISTRATION COUNCIL

PROVISIONAL 1

CERTIFICATE

This is to certify that

[redacted]

NHBRC Registration Number

[redacted]

Has been admitted as a HOME BUILDER to the Register of the

NATIONAL HOME BUILDERS REGISTRATION COUNCIL

Registered Home Builders are required to comply with their obligations to housing consumers and the NHBRC under the terms of the Housing Consumers Protection Measures Act, 1998.

This Certificate is valid for a period of one year

[redacted]

[redacted]

Date Issued

Expiry Date

[redacted]

Chief Executive Officer

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 12: EXPERIENCE OF KEY PERSONEL (FUNCTIONALITY)

In order to achieve a score for this functionality, tenderers shall set out in the Schedule hereunder details of the assigned Director's, Contract Manager's, Site Agent's and General Foreman's experience in work of a similar nature to that for which their Tender is submitted as specified in clause F.2.1.4.3. It is also a requirement that these assigned persons are employed by the tenderer at tender stage and that proof of employment is to be provided.

Note: ONLY Information provided in this schedule will be used for scoring of quality criteria as per clause F.2.1.4.3 Therefore, tenderers that fail to append CV's or complete this schedule, may score zero points for Functionality, which will result in the tenderer's offer not being considered. Supporting documentation (CV's) is to be attached for verification purposes only.

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted.

CONTRACT DIRECTOR	NAME: [redacted]			
CLIENT DETAILS	CONTRACT NAME	POSITION HELD	AMOUNT OF HOUSES BUILT	YEAR COMPLETED
[redacted]				

CONTRACT MANAGER	NAME: [redacted]			
CLIENT DETAILS	CONTRACT NAME	POSITION HELD	AMOUNT OF HOUSES BUILT	YEAR COMPLETED
1. [redacted]				

[redacted]

2. [redacted]				
[redacted]				
4. [redacted]				

SITE AGENT	NAME: [redacted]			
CLIENT DETAILS	CONTRACT NAME	POSITION HELD	AMOUNT OF HOUSES BUILT	YEAR COMPLETED
[redacted]				
[redacted]				
[redacted]				
4. [redacted]				

GENERAL FOREMAN	NAME [redacted]			
CLIENT DETAILS	CONTRACT NAME	POSITION HELD	AMOUNT OF HOUSES BUILT	YEAR COMPLETED
[redacted]				

[redacted]

[redacted]

Number of sheets appended by the tenderer to this Schedule [redacted] (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted]

[redacted]

CURRICULUM VITAE

PRIVATE AND CONFIDENTIAL

CURRICULUM VITAE – [redacted]

[redacted]

PERSONAL DETAILS

ID: [redacted]
Nationality: [redacted]
Gender: [redacted]
Current Location: [redacted]
Languages: [redacted]
Credit black listings: [redacted]
Criminal Offences: [redacted]
Disability: [redacted]
Driver License: [redacted]

EDUCATION AND TRAINING

Tertiary Education:

Institution: [redacted]
Course: [redacted]
Year completed: [redacted]

Institution: [redacted]
Course: [redacted]
Year completed: [redacted]

Institution: [redacted]
Course: [redacted]
Year completed: [redacted]

Institution: [redacted]
Course: [redacted]
Year completed: [redacted]

Institution: [redacted]
Grade: [redacted]
Year completed: [redacted]

- Work with executive team to identify growth strategies
- CSR – involve staff in social responsibility like shoe box project, and create projects for corporate social responsibility
- Renewal or BEE certificate and making sure that the level is maintained or improved

Company: [redacted]
Period: [redacted]
Position Held: [redacted]
Reason for leaving: [redacted]

Responsibilities:

- Meet and/or exceed annual targets.
- Manage all aspects of client requirements to consistent high standards.
- Daily administration including internal and client status reports and contact reports.
- Maintain and build client relationships and accounts.
- Ensure profitability and meet expected profit margins.
- Responsible for finding new accounts
- Relationship Management at all levels
- Handling customers' requests and paying regular visits
- Forecasting and Reporting

Company: [redacted]
Period: [redacted]
Position Held: [redacted]
Reason for leaving: [redacted]

Responsibilities:

- Handling after-sales services for Braun and Gillette products
- Receive inbound calls from customers for complains/complements.
- Document all calls with regards to customer inquires accurately using Call Tracking Systems.
- Monitor Call Tracking for responses from administrative team so call returns are done in a timely fashion.
- Follow-up with customers within a 24-hour period in regards to the initial phone call. Even if it is to just touch base and let participant know inquiry is still be researched.
- Knowledge of products
- Provide quality customer service on every call.
- Communicate clearly and effectively with participants.
- Promote good listening skills.
- Manage length of calls.
- Recognizing and managing assertive customer calls.
- Post vouchers to customers

CURRICULUM VITAE

PRIVATE AND CONFIDENTIAL

CURRICULUM VITAE – [redacted]

[redacted]

PERSONAL DETAILS

ID: [redacted]
Nationality: [redacted]
Gender: [redacted]
Current Location: [redacted]
Languages: [redacted]
Criminal Offences: [redacted]
Disability: [redacted]
Driver License: [redacted]

EDUCATION AND TRAINING

Tertiary Education:

Institution: [redacted]
Course: [redacted]
Year completed: [redacted]

Institution: [redacted]
Course: [redacted]
Year completed: [redacted]

Institution: [redacted]
Course: [redacted]
Year completed: [redacted]

Institution: [redacted]
Grade: [redacted]
Year completed: [redacted]

- Ensured complete Compliance to the client SHE Specification
- Ensured Complete Compliance to the SA OHS ACT of 85
- Provided Training to company personnel
- Conducted awareness sessions and safety induction
- Ensured strict procedures are followed when high risk work is being executed

Company: [redacted]
Period: [redacted]
Position Held: [redacted]
Reason for leaving: [redacted]

Company: [redacted]
Period: [redacted]
Position Held: [redacted]
Reason for leaving: [redacted]

Company: [redacted]
Period: [redacted]
Position Held: [redacted]
Reason for leaving: [redacted]

REFERENCES:

[redacted]

PERSONAL DETAILS

Name :
Surname :
Home address :

Contact number :
Email address :

Date of birth :

Marital status :

Health
Criminal record :

Gender :

Languages :
Driver's licence :

EDUCATIONAL HISTORY

management

Place :
Duration :
Year :
Qualification :

5. Course attended :

Place :
Duration :
Year :
Qualification :

WORK EXPERIENCES

1. Position :
Duties :

Employer :
Period :
Projects :
Reason for Leaving :

2. Position :
Duties :
Employer :
Skill gained :
Period :

3. Position :
Duties :
Employer :
Period :
Projects worked on :

4. Position :
Duties :

CURRICULUM VITAE

PRIVATE AND CONFIDENTIAL

CURRICULUM VITAE – [redacted]

[redacted]

PERSONAL DETAILS

ID: [redacted]
Nationality: [redacted]
Gender: [redacted]
Current Location: [redacted]
Languages: [redacted]
Credit black listings: [redacted]
Criminal Offences: [redacted]
Disability: [redacted]
Driver License: [redacted]

EDUCATION AND TRAINING

Institution: [redacted]
Grade:
Year completed:

RELEVANT WORK EXPERIENCE & SKILLS

Work Experience

Company: [redacted]
Period:
Position Held:

Responsibilities:

DUTIES AND RESPONSIBILITIES:

- Read and analyse house plans
- Overall technical experience and expertise
- Compiling and sending out progress reports weekly
- All round site management and supervision
- Material / inventory management
- Hiring of Sub-contractors
- Checking and reporting on daily attendance and clock in times
- Payment bookings for sub-contractors

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 13: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	

[redacted]

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER
[redacted]	[redacted]

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER
[redacted]	[redacted]

Number of sheets appended by the tenderer to this Schedule [redacted] (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted]

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 14: DETAILS OF TENDERER'S WORKSHOP FACILITIES

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 15: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)

Not Applicable to this tender

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 16: PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

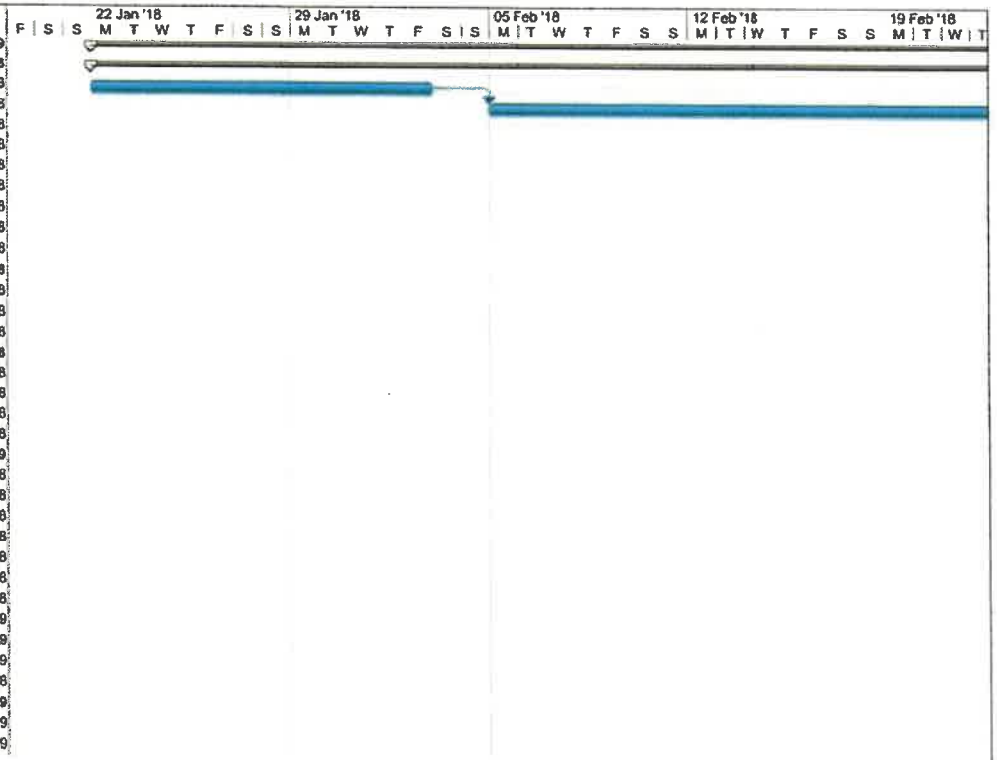
It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.

Number of sheets appended by the tenderer to this Schedule [redacted] (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted]

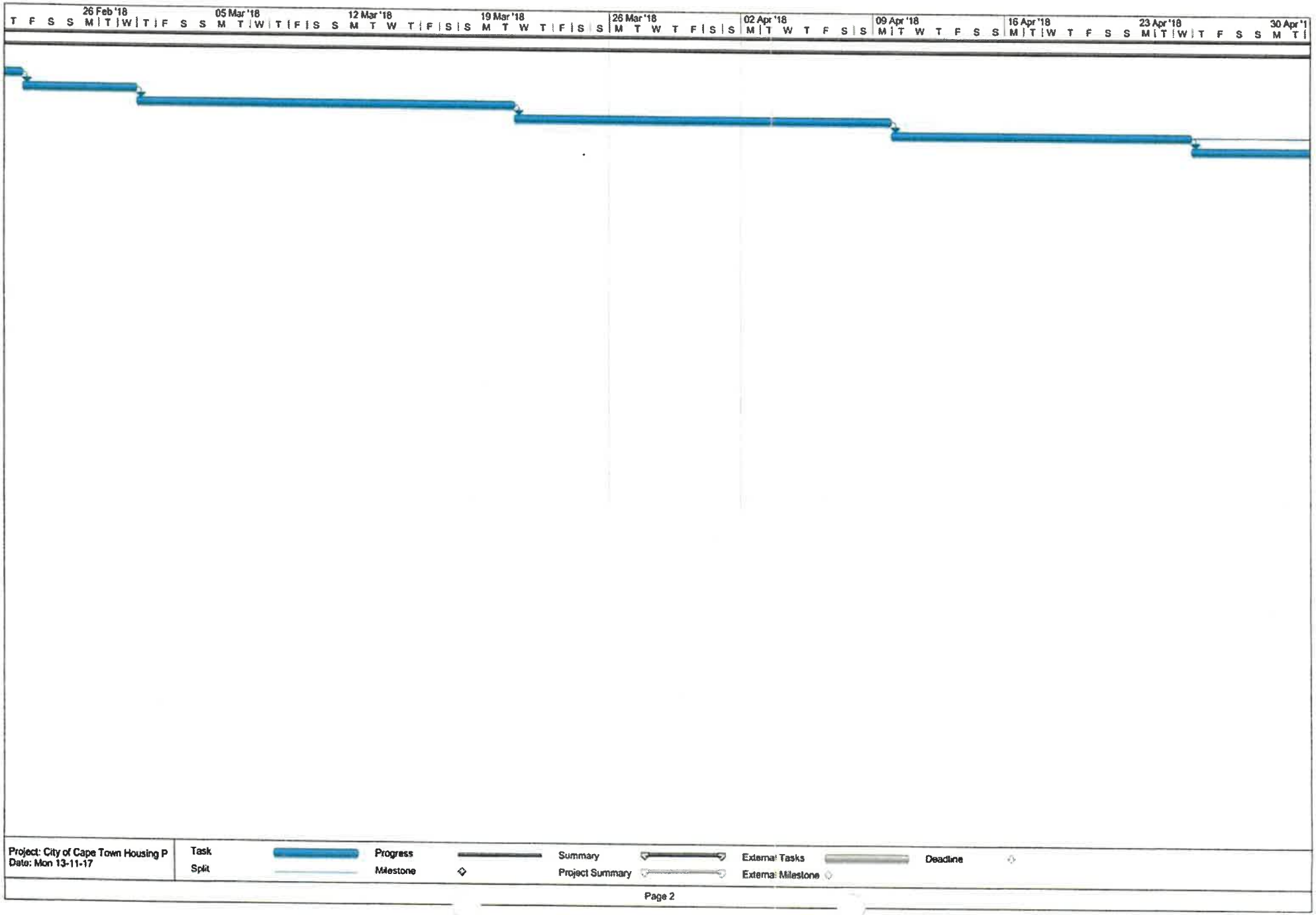
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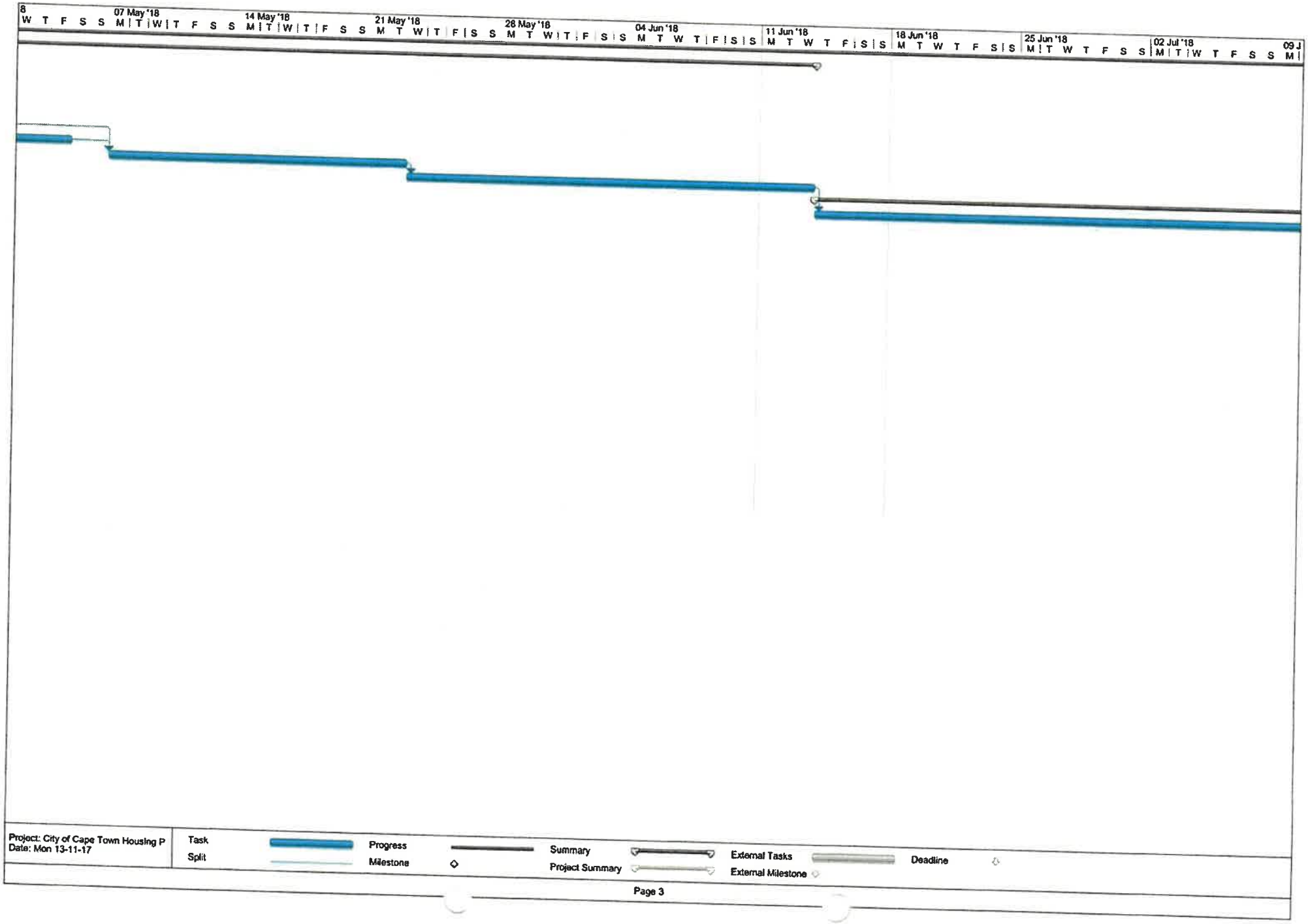
ID	Task Name	Duration	Start	Finish
1	**CCT HOUSING PROJECT - Panel 2 - All TYPES - 300 TOP STRUCTURES**	**265 days**	**Mon 22-01-18**	**Fri 25-01-19**
2	**STAGE 1 (GROUND FLOOR CONSTRUCTION)**	**103 days**	**Mon 22-01-18**	**Wed 13-06-18**
3	Clear site and remove rubble	10 days	Mon 22-01-18	Fri 02-02-18
4	Excavate for trenches incl cart away	14 days	Mon 05-02-18	Thu 22-02-18
5	Engineer trench inspection	4 days	Fri 23-02-18	Wed 28-02-18
6	Cast concrete footings	14 days	Thu 01-03-18	Tue 20-03-18
7	Foundation brickwork	14 days	Wed 21-03-18	Mon 09-04-18
8	Backfill & compaction	12 days	Tue 10-04-18	Wed 25-04-18
9	Engineer foundation inspection	7 days	Thu 26-04-18	Fri 04-05-18
10	Floor slab preparation incl filling, compacting, dpc, mesh	12 days	Mon 07-05-18	Tue 22-05-18
11	Cast floor slab	16 days	Wed 23-05-18	Wed 13-06-18
12	**STAGE 2 - SUPERSTRUCTURE**	**26 days**	**Thu 14-06-18**	**Thu 19-07-18**
13	Superstructure brickwork incl internal brickwork & install timber door frames	24 days	Thu 14-06-18	Tue 17-07-18
14	Measure & procure aluminium windows	2 days	Wed 18-07-18	Thu 19-07-18
15	Measure & procure roof trusses	2 days	Wed 18-07-18	Thu 19-07-18
16	**STAGE 3 - ROOF CONSTRUCTION**	**40 days**	**Fri 20-07-18**	**Thu 13-09-18**
17	Roof trusses installation	22 days	Fri 20-07-18	Mon 20-08-18
18	Roof covering installation	14 days	Mon 27-08-18	Thu 13-09-18
19	Engineer roof inspection	4 days	Tue 21-08-18	Fri 24-08-18
20	Beam filling	7 days	Mon 27-08-18	Tue 04-09-18
21	**STAGE 4 - FINISHING & SERVICES**	**130 days**	**Wed 18-07-18**	**Tue 15-01-19**
22	Plumbing 1st fixes (internal & external)	10 days	Wed 18-07-18	Tue 31-07-18
23	Electrical 1st fixes	10 days	Fri 14-09-18	Thu 27-09-18
24	Install windows	14 days	Fri 20-07-18	Wed 08-08-18
25	Internal plaster	22 days	Fri 14-09-18	Mon 15-10-18
26	External plaster	16 days	Fri 14-09-18	Fri 05-10-18
27	Ceilings incl skimming	22 days	Tue 16-10-18	Wed 14-11-18
28	Install doors	16 days	Thu 15-11-18	Thu 06-12-18
29	Internal & External painting incl doors	20 days	Fri 07-12-18	Thu 03-01-19
30	Plumbing 2nd fixes	8 days	Fri 04-01-19	Tue 15-01-19
31	Electrical 2nd fixes	8 days	Fri 04-01-19	Tue 15-01-19
32	External apron & stoep	10 days	Wed 18-07-18	Tue 31-07-18
33	**SNAGGING**	**8 days**	**Wed 16-01-19**	**Fri 25-01-19**
34	Complete snags	7 days	Wed 16-01-19	Thu 24-01-19
35	Handover	1 day	Fri 25-01-19	Fri 25-01-19

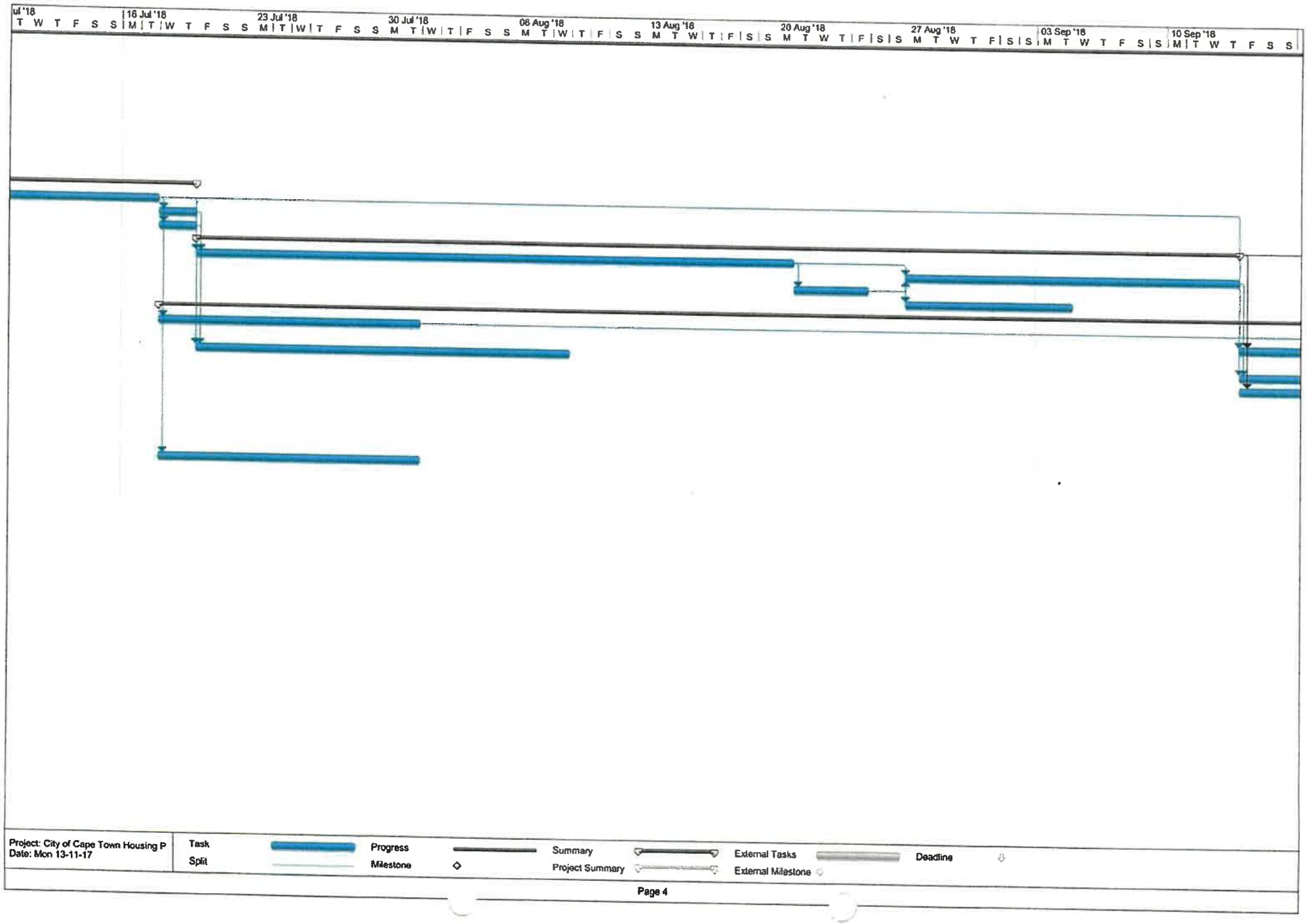


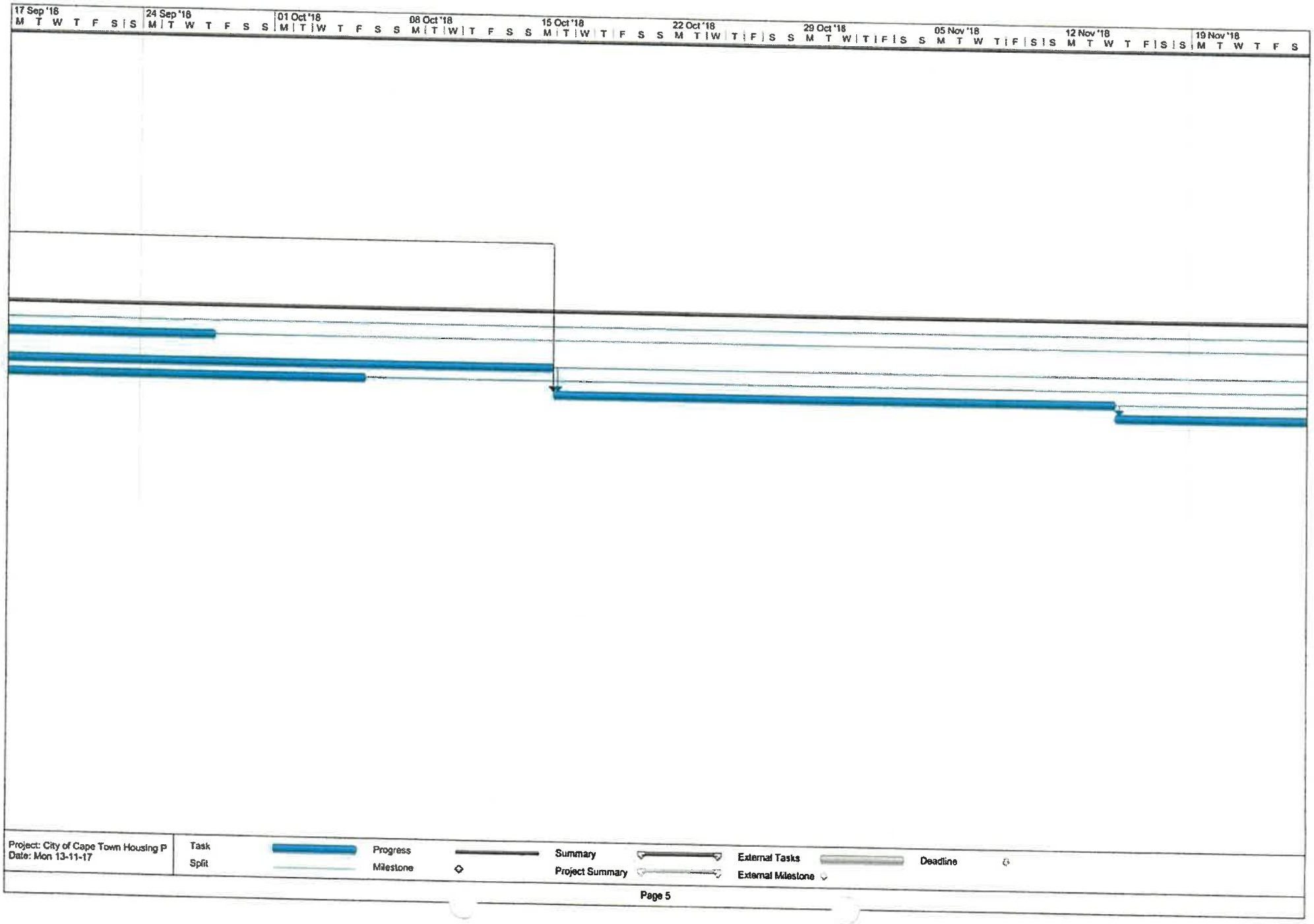
Project: City of Cape Town Housing P
Date: Mon 13-11-17

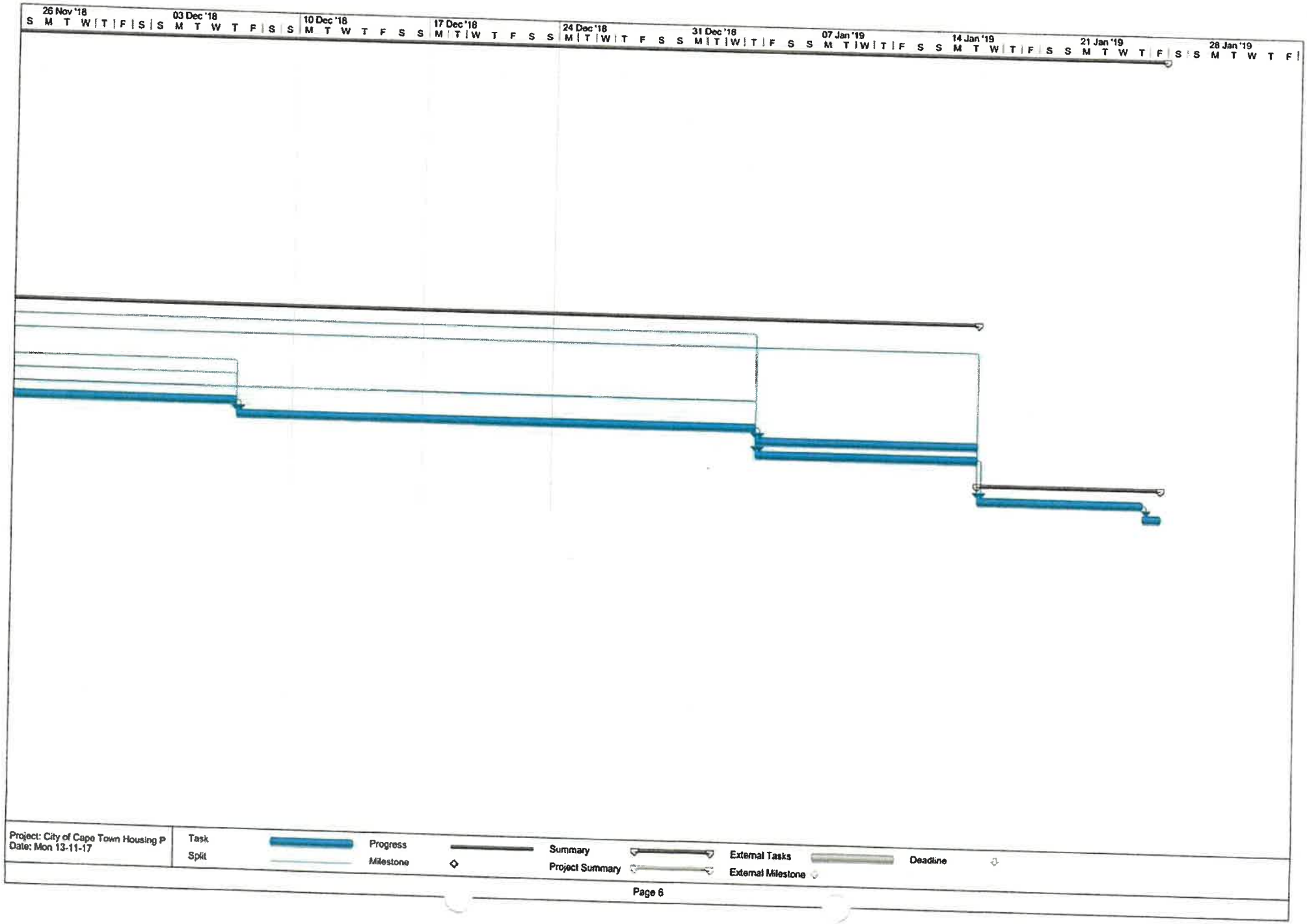
Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone


26 Feb '18
05 Mar '18
12 Mar '18
19 Mar '18
26 Mar '18
02 Apr '18
09 Apr '18
16 Apr '18
23 Apr '18
30 Apr '1
Project: City of Cape Town Housing P
Date: Mon 13-11-17
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline


8
W T F S S
07 May '18
M T W T F S S
14 May '18
M T W T F S S
21 May '18
M T W T F S S
28 May '18
M T W T F S S
04 Jun '18
M T W T F S S
11 Jun '18
M T W T F S S
18 Jun '18
M T W T F S S
25 Jun '18
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02 Jul '18
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09 J
M
Project: City of Cape Town Housing P
Date: Mon 13-11-17
Task
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Progress
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Summary
Project Summary
External Tasks
External Milestone
Deadline


ul '18
T W T F S S
16 Jul '18
M T W T F S S
23 Jul '18
M T W T F S S
30 Jul '18
M T W T F S S
06 Aug '18
M T W T F S S
13 Aug '18
M T W T F S S
20 Aug '18
M T W T F S S
27 Aug '18
M T W T F S S
03 Sep '18
M T W T F S S
10 Sep '18
M T W T F S S
Project: City of Cape Town Housing P
Date: Mon 13-11-17
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline


17 Sep '18
M T W T F S S
24 Sep '18
M T W T F S S
01 Oct '18
M T W T F S S
08 Oct '18
M T W T F S S
15 Oct '18
M T W T F S S
22 Oct '18
M T W T F S S
29 Oct '18
M T W T F S S
05 Nov '18
M T W T F S S
12 Nov '18
M T W T F S S
19 Nov '18
M T W T F S
Project: City of Cape Town Housing P
Date: Mon 13-11-17
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline


26 Nov '18
S M T W T F S
03 Dec '18
S M T W T F S
10 Dec '18
M T W T F S S
17 Dec '18
M T W T F S S
24 Dec '18
M T W T F S S
31 Dec '18
M T W T F S S
07 Jan '19
M T W T F S S
14 Jan '19
M T W T F S S
21 Jan '19
M T W T F S S
28 Jan '19
M T W T F
Project: City of Cape Town Housing P
Date: Mon 13-11-17
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 6

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 17: SCHEDULE OF ESTIMATED DELIVERY OF COMPLETED HOUSES PER MONTH

The tenderer shall state his estimated delivery of completed houses based upon the pricing schedule for each construction panel (1;2 or3) they intent to price. The total of the completed houses shall be as the estimate stated for each panel below.

PANEL 1 (BASED UPON THE CONSTRUCTION OF AN ESTIMATED 600 HOUSES)

MONTH	HOUSES COMPLETED
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
TOTAL	600

PANEL 2 (BASED UPON THE CONSTRUCTION OF AN ESTIMATED 300 HOUSES)

MONTH	HOUSES COMPLETED
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
TOTAL	300



PANEL 3 (BASED UPON THE CONSTRUCTION OF AN ESTIMATED 100 HOUSES)

MONTH	HOUSES COMPLETED
1	
2	
3	
4	
5	
6	
7	
8	
TOTAL	100

SIGNED ON BEHALF OF TENDERER: [redacted] .....

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 18: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)
[redacted]	[redacted]	[redacted]

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted] .....

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 18: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted] .....

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 19: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause F.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

Number of sheets appended by the tenderer to this Schedule [redacted] (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted]

[redacted]

Date : 11/01/2016

HEALTH AND SAFETY PLAN

for

CITY OF CAPE TOWN

PURPOSE

DESCRIPTION OF CONTRACT
APPOINTMENT OF PANEL OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

ISSUED BY

NAME OF FIRM
[redacted]

ISSUED TO

CUSTOMER NAME
CITY OF CAPE TOWN

	PRODUCED BY	APPROVED BY	
		Reviewed by	Client
FIRM / DEPT.	[redacted]		
NAME	[redacted]	[redacted]	
DESIGNATION	[redacted]	[redacted]	
SIGNATURE	[redacted]	[redacted]	
DATE	[redacted]	[redacted]	

This Plan forms part of the SHEQ of [redacted] and meets the requirements of ***Clients' SHE Specifications Form Document.***

1. *The Principal Contractor/s and their sub-contractor/s' SHE Policy*

[redacted] shall ensure that all sub-contractor companies each have a SHEQ (safety health environmental) Policy authorised by their Chief Executive (OHS Act Section 16(1) appointee) that clearly states overall SHEQ objectives and commitment to improving Safety, Health and Environment performance.

2. *Indication of Competent supervision on site*

[redacted] shall ensure that a competent person is appointed to supervise all the construction work onsite.

3. *Appointed persons competencies. (e.g. foundations ,builders, Roofing ,electricians ,plumbers)*

[redacted] shall ensure that only competent employees will be appointed to perform duties.

Employees

Employees will familiarise themselves with the requirements of this plan, the rules and regulations applied to working on the site, ensuring that all measures are taken to comply with the safe working requirements as detailed in the plan.

They will specifically include:

a) Ensure that only competent persons who are fit and capable of doing the work to which they are assigned have been approved as competent. Nokhanya Services will appoint responsible persons for managing the safety programmes.
b) Approve risk assessments.
c) Be in possession of a Health, Safety and Environmental plan.
d) Ensure that active follow ups are carried out for any injury, site incident, or failure of the safety management system.
e) Forward any relevant information to the responsible person.

4. ***Duties and safety responsibilities of all appointed persons on the project***

[redacted] shall ensure that the duties and safety responsibilities of all appointed persons are clearly defined in their appointment letters.

4.1 Delegation of Duties (16.2)

The project Manger shall be appointed as the responsible person for the site.

4.2 Health and Safety Representatives

At least one Health and Safety Representative shall be nominated, elected, appointed and trained, for every twenty people employed. He/she shall carry out his/her functions in his/her area of responsibility.

The designated person shall be permitted to participate in the Health and Safety monthly meetings.

5. ***Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health and Safety training for newly hired.***

6.

[redacted] shall ensure that the best available persons are selected for each project. The best person for the job will be evaluated based on their competency.

All employees will undergo induction before the start of each project. Employees that have undergone induction at previous sites will also have to attend induction before the commencement of each new project.

Induction will include but not be limited to:

- Scope of work
- Overview of Health and Safety Plan
- Overview of Environmental Plan
- Overview of the programme
- Demolition work
- Risks and hazards
- Public vehicle and pedestrian traffic
- Control of movement in the plant.
- Safe storage and the use of material
- Excavation work
- Evacuation procedures
- Reporting of accidents
- First aid facilities
- Fire prevention
- Housekeeping

- Toolbox talks
- Manual handling
- Safety equipment
- Electrical equipment
- Hygiene
- Health and Safety Attitude
- Environmental Issues

7. ***Assessment of sub-contractors, including requirements for safety plans***

[redacted] shall ensure that subcontractors are assessed based on their competency to perform work. All should supply Nokhanya services with valid and contactable references.

8. ***Safety awareness promotions***

The Awareness Campaign will form the basis of the SHE programme. The more employees made aware of health & safety issues, the greater the reduction in injuries and incidents.

9. ***Nomination of personnel to carry out safety inspections***

[redacted] shall ensure that Employees are nominated to conduct daily Health and Safety Inspections. Nominations can only take place during an assembly where 80% or more employees are present on site.
Any concerns identified shall immediately be brought to the attention of management for appropriate action. Inspections shall be supported by documentation.

Records of nominations and elections shall be maintained in the safety file.

10. ***Contractor senior management involvement with Company's staff in consultative processes and daily management Safety walkabouts***

[redacted] shall ensure that all process are approved by senior management before implementation.

The Health and Safety Advisor shall help with conducting daily safety walkabouts to verify status and compliance. Designated employees who do not comply with the SHEQ Management programme will be reported directly to the Construction Site Manage

The following SHEQ elements will be inspected accordingly and the findings recorded:

Daily:

- First Aid treatment (as required)
- Excavation
- Personal Protective Equipment Issue (as required)
- Construction vehicle & mobile plant (prior to use)

Monthly:

- First Aid Equipment
- Fire Fighting Equipment
- Portable Electrical Tools
- Hand tools
- SHE representative report
- Hazardous Chemical substances

11. *Occupational Health and Safety Workplace Environment, including provision for monitoring employee exposures to, dust, etc.*

[redacted] shall ensure that sanitation requirements as per defined in the OHS Act and Construction regulation are adhered to.

11.1 Ablution

[redacted] will ensure that suitable and adequate ablution facilities are made available for all employees' females and males.
Provisions will be made for suitable running water, hand soap and toilet paper.

11.2 Drinking Facilities

Drinking water will be made available in suitable areas and these will be identified as safe drinking water.

11.3 Change Rooms/Dining Facilities

Change room facilities will be available. Eating facilities will be provided in suitable areas around the Project Site.

11.4 Suitable rubble and waste bins

Suitable rubble and waste bins will be clearly identified and placed in suitable areas. These bins will be cleaned on a regular basis as per the project requirements.

Health and Hygiene will be promoted as part of the SHEQ awareness campaign.

In addition to promoting general health and hygiene the following health items will also be promoted:

- AIDS programme – education, training and information
- All Health and hygiene matters will be monitored and co-ordinated.

11.5 Medical Surveillances

[redacted] shall ensure that employees who are exposed to dust, fumes, Hazardous Biological Agents and Hazardous Chemical Substances are put under medical surveillances.

12. *Rules and regulations including safety procedures the Contractor has in place for recurring work activities*

12.1 Working at heights

[redacted] shall appoint a competent person responsible for the preparation of a fall protection plan if need be.

12. 2 Excavation work

A competent person will be appointed in writing to supervise excavation work on site.
Stability of the ground shall be evaluated BEFORE excavation work begins,
Prior to and during excavation work all necessary steps will be taken to ensure that:

- All excavations deeper than 1m are sufficiently protected from collapsing.
- Precautions must be taken to protect surrounding.
- Service underground lines (electrical, water) must be identified and made safe before excavation.
- All excavations deeper than 1m are to be inspected by a competent person designated in writing on a daily basis before work commences.
- All the excavations shall be inspected and approved before any concrete can be poured into the excavation.

12.4 Demolition work

A competent person will be appointed in writing to supervise and control all demolition work on site.
Prior to any demolition work being carried out the Demolition Work Supervisor will carry out an engineering survey and develop a method statement on the procedures to be

followed in demolishing the structure, which will then be communicated to the employees concerned.
During demolition work the following will be addressed:

- The entire area will be kept neat and will be tidied up at the end of every working day.
- All rubble will be removed from site on a regular basis.

12.5 Construction vehicles and mobile plant

[redacted] shall ensure that all construction vehicles and mobile plant-

- Are of an acceptable design and construction
- Are maintained in a good working order
- Are used in accordance with their design and the intention for which they were designed
- Are operated by workers who are appropriately trained and certified competent and have been duly authorised to operate such machinery.

12.6 Road Traffic Regulations

[redacted] will ensure that motor vehicles operated by their employees comply with the Road Traffic Ordinance, Ordinance. 21 of 1966 and regulations required. All vehicles will be inspected daily and shall not be used unless they meet the required roadworthy condition.

[redacted] drivers will obey all road traffic signs and both the drivers and passengers will wear seatbelts at all times while driving.

A general speed restriction on any site will be complied with by all [redacted] drivers.

13 Personal Protective Equipment rules

[redacted] shall ensure that:

- Personal Protective Equipment is issued to employees at the expense of the company. All PPE items remain the property of the company and must be handed back on termination of service.

- All employees are required to wear the appropriate PPE as and when required to do so. PPE may NOT leave the site or company premises.
- Loss or wilful damage to PPE will result in an investigation and possible disciplinary action. Employees are thus required to report the loss or damage of PPE immediately.
- All employees shall understand and accept the conditions with which PPE is issued.

14 Control of dangerous and hazardous substances

Dangerous and hazardous substances will be monitored and controlled.

14.1 Identification

Containers shall be clearly marked to indicate contents as well as safety requirements,

14.2 Storage

All hazardous substances shall be stored in suitable containers and storage areas shall be bundled.

14.3 Construction rubble disposal

[redacted] shall dispose of all excess material on site in an appropriate manner and at a registered landfill.

No material shall be left on site that may harm man or animals. Broken bricks, damaged and unused, glass, cement bags, shall be picked up and removed from site.

15 System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication

15.1 Risk Assessments

In accordance with the pro-active approach to Health and Safety, [redacted] shall ensure that management techniques are adopted so that potential hazards are identified and evaluated prior to work execution. These hazards may be identified at the first stage of the project e.g., site survey investigations, design stage and constructability reviews, or emerge during the construction or commissioning phases.

Once potential hazards are identified, the risk to health and safety or environment must be assessed. The assessment shall characterize the risk in terms of severity and probability.

Where required by the risk assessment, a method statement shall be developed which at best would eliminate the risk or as a minimum, would contain the risk to an acceptable level.

15.2 Daily Safety Task Instructions and Communication

[redacted] shall ensure that every employee will be made conversant with the hazards to their health and safety with respect to any article or substance they may use in conjunction with their work. Precautionary measures to mitigate these risks will be communicated to all employees.

Records of induction shall be kept.

16. *Design control (if applicable)*

Where applicable [redacted] shall ensure that design and development changes shall be identified and records maintained.

17. *Audits to ensure compliance with safety plans*

Audits shall be conducted monthly. This frequency may be increased if there is evidence of systematic failure. Audits of the Health and Safety Management System shall be integrated into the overall Quality Management System. Competent personnel shall conduct the audits. The basic purpose of audits is to assess the reliability, efficiency and effectiveness of the various components of the management system. The elements to be audited are:

- Organisation
- The Health and Safety plan, and its implementation
- Measuring systems
- System improvement
- Statistics
- Site implementation

18. Daily site safety inspections and audits.

[redacted] shall ensure that daily site safety inspections and informal audits are conducted by a Health and Safety advisor .Any concerns identified shall immediately be brought to the attention of the Site Manager via the CAR (Corrective Action Request) system for appropriate action.

19. Inspection of plant, tools and equipment prior to introduction to site and regularly thereafter

[redacted] shall ensure that competent persons are appointed to conduct the inspections.

19.1 Appointments

- Mobile Plant
- Hand Tools
- Electrical Equipment
- Stacking and Storage
- Fire equipment inspector
- Construction supervisor
- Subordinate construction work supervisor
- Construction SHE advisor
- Risk Assessor
- First Aider
- Health and safety rep
- Fire fighting equipment inspector
- Demolition work supervisor
- Plant & equipment operator
- Form work &support work supervisor
- Stacking and storage supervisor
- Supervisor of machinery
- Ladder inspector
- Incident investigator
- Fall Protection plan supervisor

19.2 Checklists required

- Mobile Plant Inspection Sheet
- Hand Tools Inspection sheet
- Electrical equipment inspection sheet
- Flame cutting and welding equipment inspection sheet
- Stacking and Storage inspection sheet
- Fire equipment inspector inspection sheet

20. Accident incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators

All incidents shall be reported to the Health and Safety advisor before the end of the shift. The HAS advisor shall ensure that the incident is recorded, investigated and reported to the client in accordance with the client's procedures and practices.

21. Medical and first aid arrangements

[redacted] shall ensure that:

- A list of emergency numbers must be posted at phones and in every office and provided with stickers with the emergency numbers printed on, to place inside their hardhats.

- Have a contract established for all employees for emergency medical assistance incurred whilst on duty.

- There is at least one first aid box for the first 5 persons and thereafter one for every 50 or team of workers on site or part thereof.

- More first aid boxes shall be provided if the risks, distance between work teams or workplace requirements require it (it should be available and accessible for the treatment of injured persons at that workplace).

- Minimum contents of a first aid box:

  In the case of shops and offices, the quantities stated under items 1, 8, 9, 10, 14, 15, 17 and 18 may be reduced by half.

  Item 1: Wound cleaner/antiseptic (100ml).
  Item 2: Swabs for cleaning wounds.
  Item 3: Cotton wool for padding (100 g).
  Item 4: Sterile gauze (minimum quantity 10).
  Item 5: 1 Pair of forceps (for splinters).
  Item 6: 1 Pair of scissors (minimum size 100 mm).
  Item 7: 1 set of safety pins.
  Item 8: 4 Triangular bandages.
  Item 9: 4 Roller bandages (75 mm X 5 m).
  Item 10: 4 Roller bandages (100 mm X 5 m).
  Item 11: 1 roll of elastic adhesive (25 mm X 3 m).
  Item 12: 1 Non-allergenic adhesive strip (25 mm X 3 m).
  Item 13: 1 Packet of adhesive dressing strips (minimum quantity, 10 assorted sizes).
  Item 14: 4 First aid dressings (75 mm X 100 mm).
  Item 15: 4 First aid dressings (150 mm x 200 mm).
  Item 16: 2 Straight splints.
  Item 17: 2 Pairs large and 2 pairs medium disposable latex gloves.
  Item 18: 2 CPR mouth pieces or similar devices.

- Where services are not available from the medical centre or where there is no medical centre, [redacted] shall make alternative arrangements for any medical assistance.

22. Evacuation and emergency planning

[redacted] shall ensure that an evacuation and emergency plan is established and implemented during the establishment of the site..

23. **Rehabilitation procedures that encourage an early return to work**

[redacted] shall implement a rehabilitation process that will encourage employees to return early to work in the event of them being off from work for whatever reason.

24. **Substance abuse programme**

[redacted] shall ensure that a Substance Control Program is established to ensure that no alcohol and/or illegal drugs are consumed or allowed onto any construction company site.

25. **Record keeping, including details of what is kept and for how long**

[redacted] shall ensure that records are established and maintained. Records shall remain legible, readily identifiable and retrievable.

All records on site will be maintained for the duration of the Project.

26. **Detailed financial allocation for health and safety**

[redacted] shall ensure that financial allocation is done when quoting for a project.

27. **Monitoring mechanisms**

Monitoring of the health, safety and environmental performance is essential to maintaining and improving the safety management system. The key elements are inspections, audits, reporting and investigations.

Health and Safety Inspections

28. **Personal Protective equipment arrangements**

- Personnel Protective Equipment, in accordance with the requirements, will be provided. The minimum required PPE on any construction site:
- All other PPE issue will be determined as per the risk assessment and safe work procedures.

29. **Site meetings arrangements**

[redacted] shall ensure that site meetings are held at least once a month.
All role-players will be invited to attend the meeting as specified.
Invitation to meetings will be done in via email schedule.
Those who cannot attend must forward apology in writing.

30. **Audits arrangements**
[redacted] shall ensure that employees are aware that the Client has the right to conduct planned and unplanned audits at their convenience without notification and that work will be stopped in the event of a finding being raised for non-compliance.

31. **Selection, procurement and management of other contractors**
[redacted] shall ensure that a procedure is established for the selection, procurement and management of sub-contractors and suppliers.

32. **Maintenance arrangements of machinery and equipment**
[redacted]hall ensure that all machinery and equipment are maintained as per planned intervals. Inspections of machinery and equipment shall be done by the appointed person/s.
Inspector shall bring any defects noted to the attention of the Site Supervisor who will make arrangements to have maintenance conducted.

33. **Designer interaction arrangements**
[redacted] shall ensure that arrangements are made by the Project Manager with designer or client prior to the commencement of work in the event of concerns regarding safety.

34. **Workers welfare facilities**
[redacted] shall ensure that sanitation requirements as per defined in the OHS Act and Construction regulation are adhered to.

34.1 Health and Hygiene

a. **Ablution**

- [redacted] will ensure that suitable and adequate ablution facilities are made available for all employees.
- Provisions will be made for suitable running water, hand soap and toilet paper.

b. **Drinking Facilities**

- Drinking water will be made available in suitable areas and these will be identified as safe drinking water.

c. Change Rooms/Dining Facilities

- Change room facilities will be available. Eating facilities will be provided in suitable areas around the Project Site.

d. Suitable rubble and waste bins

- Suitable rubble and waste bins will be clearly identified and placed in suitable areas. These bins will be cleaned on a regular basis as per the project requirements. Overflowing bins will be treated as a non-conformance and the necessary action will be taken.

Health and Hygiene will be promoted as part of the SHE awareness campaign.
In addition to promoting general health and hygiene the following health items will also be promoted:

- AIDS programme – education, training and information
- All Health and hygiene matters will be monitored and co-ordinated.

35. Training arrangements

[redacted] shall ensure that training arrangements are done for all employees. New training and refresher shall be a continual process in the development of employees.
Where applicable, training will be done by an accredited body. Accreditation certificates of service providers shall be filed and maintained.

36. Performance review and improvements on the project

[redacted] shall ensure that the safety performance is reviewed monthly.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION
N/A	N/A	N/A

Number of sheets appended by the tenderer to this Schedule ..... NIL ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted] .....

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 21: FUNCTIONALITY CRITERIA

Minimum score for functionality
In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

No	Description of functionality criteria	Maximum possible points	Minimum points required for individual criterion
1	Experience of Assigned Director, Contract Manager, Site Agent and General Foreman (refer to Schedule 12) (Key Personnel)	20	12
2	Company track record of House Building (refer to Schedule 9)	10	6
	Total Minimum Score for functionality		18
	Total Maximum Score for functionality	30	

The minimum score for functionality is **18**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

Should any of the Key Personnel score a zero (0) in terms of experience, the tenderer will be deemed Non-Responsive.

Should the tenderer score a zero (0) for track record, the tenderer will be deemed Non-Responsive

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 3, Part T2.2: Returnable Schedules).

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

[redacted]

A more detailed explanation of the functionality criteria is given below:

Functionality Criteria Scorecard
PANEL 1 – TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF 500 OR MORE HOUSES.

Quality criteria	Description	Experience	Possible Score
3. Experience of **Assigned** Director, Contract Manager, Site Agent and General Foreman, currently **employed** by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be **assigned** to this project	Contract Director – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of 500 or more houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of 500 or more houses per project, in the last 10 years.	5
		Contract Manager – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Contract Manager - managed and completed at least 1 subsidised housing project comprising of 500 or more houses in the last 10 years.	3
		Contract Manager – managed and completed 2 or more housing projects comprising of 500 or more houses per project, in the last 10 years.	5
		Site Agent – no experience in managing subsidised housing projects comprising of 500 or more houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of 500 or more houses per project, in the last 10 years.	3
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of 500 houses or more houses per project, in the last 10 years.	5
		General Foreman – no experience in managing subsidy housing projects comprising of 500 or more houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of 500 or more houses per project, in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of 500 or more houses per project, in the last 10 years.	5



4. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to Schedule 9.	**A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years**	No subsidised housing project comprising of 500 or more houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of 500 or more houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of 500 or more houses per project in the last 10 years	10

Functionality Criteria Scorecard
PANEL 2 – TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 200 AND 499 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 1, may submit an average cost per house for this panel)

Quality criteria	Description	Experience	Possible Score
1. Experience of **Assigned** Director, Contract Manager, Site Agent and General Foreman, currently **employed** by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be **assigned** to this project	Contract Director – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		Contract Manager – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Contract Manager - managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses in the last 10 years.	3
		Contract Manager – managed and completed 2 or more housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		Site Agent – no experience in managing subsidised housing projects comprising of between 200 and 499 houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of between 200 and 499 houses, in the last 10 years.	3
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
		General Foreman – no experience in managing subsidy housing projects	0

[redacted]

		comprising of between 200 and 499 houses per project.	
		General Foreman - managed and completed at least 1 housing project comprising of between 200 and 499 houses in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project, in the last 10 years.	5
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to Schedule 9.	**A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years**	No subsidised housing projects comprising of between 200 and 499 houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of between 200 and 4999 houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of between 200 and 499 houses per project in the last 10 years	10

Functionality Criteria Scorecard
PANEL 3 – TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 25 AND 199 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 2, may submit an average cost per house for this panel) Tenderers qualifying in terms of eligibility for Panel 1 may not submit an average cost per house for this panel)

Quality criteria	Description	Experience	Possible Score
1. Experience of **Assigned** Director, Contract Manager, Site Agent and General Foreman, currently **employed** by the tenderer. (Key Personnel) Refer to Schedule 12 – Supporting documentation (CV's of the staff members assigned) must be appended to Schedule 12.	Experience of each key staff member in the specific field, who will be **assigned** to this project	Contract Director – no experience in managing subsidised housing projects comprising of between 25 and 199 houses per project.	0
		Contract Director – managed and completed at least 1 subsidised housing project comprising of between 25 and 199 houses, in the last 10 years.	3
		Contract Director – managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
		Site Agent – no experience in managing subsidised housing projects comprising of between 25 and 199 houses per project.	0
		Site Agent - managed and completed at least 1 subsidised housing project comprising of between 25 and 199 houses per project, in the last 10 years.	3
		Site Agent - managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6

[redacted]

		General Foreman – no experience in managing subsidy housing projects comprising of between 25 and 199 houses per project.	0
		General Foreman - managed and completed at least 1 housing project comprising of between 25 and 1999 houses, in the last 10 years.	3
		General Foreman - managed and completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project, in the last 10 years.	6
2. Company track record Refer to Schedule 9 – Supporting documentation (Company Profile and Contactable references) must be appended to schedule 9	**A list of similar or comparable projects successfully completed by the Tenderer during the last 10 years**	No subsidised housing projects comprising of between 25 and 199 houses completed within the past 10 years.	0
		Completed at least 1 subsidised housing project, comprising of between 25 and 199 houses, in the last 10 years.	6
		Completed 2 or more subsidised housing projects comprising of between 25 and 199 houses per project in the last 10 years	12

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted] .....

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).
The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, http://www.thedti.gov.za.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.

1.2 Regulation 8(1) prescribes that in the case of designated sectors, where in the award of bids where local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3 The designated sector **Electrical and Telecom Cables, as well as Valves and Actuators** is applicable to items tendered for as detailed in Annexure C and C1 and all products tendered for these items must comply with the requirements in respect of the local production and content legislation.

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
- 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 ABSA Bank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

2 Definitions

2.1 **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2 **"bid price"** price offered by the supplier, excluding value added tax (VAT);

2.3 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2.4 **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry (dti) in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5 **"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) as per Returnable Schedule 1.

2.6 **"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 which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), 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;

2.7 **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8 **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9 **"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.

3. **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:**

Description of services, works or goods	Stipulated minimum threshold
Electrical and Telecom Cable sector	**90%**
Valves and Actuators	**70%**

4. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(*Tick ap*[redacted]

4.1 If yes, [redacted]o calculate the local content as prescribed in paragraph 1.2 of the ab[redacted](s) published by Absa Bank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the ABSA Bank rate(s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 22 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

LOCAL CONTENT DECLARATION BY 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. 106Q/2017/18

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity): CITY OF CAPE TOWN

NB

1 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.
2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.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.** Declarations D and E should be kept by the bidders 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, [redacted] (full names),
do hereby declare, in my capacity as [redacted]
of [redacted] (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.
(b) I have satisfied myself that:
  (i) 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;
(c) The local content percentages (%) 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 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R [redacted]
Imported content (x), as calculated in terms of SATS 1286:2011	R [redacted]
Stipulated minimum threshold for local content (paragraph 3 above) **Electrical and Telecom Cable Sector**	90%
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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential P[redacted]rk Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: [redacted] DATE: [redacted]

WITNESS No. 1 [redacted] DATE: [redacted]

WITNESS No. 2 [redacted] DATE [redacted]

[redacted]

[redacted]

4

SCHEDULE 22 Cont.: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

LOCAL CONTENT DECLARATION BY 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. 106Q/2017/18

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity): CITY OF CAPE TOWN

NB

3 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.

4 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.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.** Declarations D and E should be kept by the bidders 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, [redacted] (full names),
do hereby declare, in my capacity as [redacted]
of [redacted] (name of bidder entity), the following:

(f) The facts contained herein are within my own personal knowledge.

(g) I have satisfied myself that:

(ii) 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;

(h) The local content percentages (%) 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 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R [redacted]
Imported content (x), as calculated in terms of SATS 1286:2011	R [redacted]
Stipulated minimum threshold for local content (paragraph 3 above) **Valves and Actuators Sector**	**70%**
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.

(i) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(j) 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Prefer[redacted]amework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: [redacted] DATE [redacted]

WITNESS N[redacted] DATE: [redacted]

WITNESS No. [redacted] DATE [redacted]

[redacted]

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	106Q/2017/18
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula [ ] EU [ ] GBP [ ]
(C7)	Specified local content %	

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Electrical wiring of plug points. House wire (2.5mm) twin and earth										
	Electrical wiring of light points. House wire (1.5mm) twin and earth										

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total imported content
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Signature of tenderer from Annex B

[redacted]

Date: [redacted]

[redacted]

Annex C 1

Local Content Declaration - Summary Schedule

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula [ ] EU [ ] GBP [ ]
(C7)	Specified local content %	

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender Item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	15mm SABS approved sink taps (hot and cold water)										
	15mm SABS approved basin taps (hot and cold water)										
	15mm SABS approved bath taps (hot and cold water)										
	15mm SABS approved stopcock										

	15mm SABS approved ball-o-valve										

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Signature of tenderer from Annex B

[redacted]

Date: [redacted]

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 23: PRICE BASIS FOR IMPORTED PLANT AND MATERIALS

VALUE OF IMPORTED PLANT AND MATERIALS TO BE ADJUSTED					Customs Surcharge		Customs Duty*		Total in Rand of (C) + (D) + (E) included in Schedules of Quantities Item
Schedules of Quantities Item No.	Description of Plant and/or Materials	Value in Foreign Currency (A)	Rate of Exchange as at BASE DATE (B)	Value in Rand (A) x (B) (C)	%	Rand (D)	%	Rand (E)	(F)

* State Customs Duty Tariff Reference for each item

Note:

Note that any Plant and Materials not inserted in this schedule shall be deemed to be manufactured in South Africa for the purposes of Contract Price Adjustment.
The BASE DATE referred to in column (B) will be7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER .....

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 24: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.	[redacted]	[redacted]
2.		[redacted]
3.		
4.	"	[redacted]
5.	"	[redacted]
6.		
7.	"	[redacted]
8.		
9.	"	[redacted]
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: [redacted]

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 25: PREFERENCE SCHEDULE

Preference Schedule where preferences are granted in respect of B-BBEE contribution

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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 The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Firm Price: 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.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents..

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999.

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

[redacted]

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: 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.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: 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: 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.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
3) accept that a contract may not be awarded if the price offered is not market related;
4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-

[redacted]

contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;

10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and

11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

1) disqualify the supplier from the quotation process;
2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
5) forward the matter for criminal prosecution; and/or
6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

Penalty = 0.5 x E(%) x P*

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

Penalty = 5/100 x (B-BBEE^{a} – B-BBEE^{t}) x P*

where:

B-BBEE^{a} = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^{t} = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

[redacted]

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor[1] ☐	☐
Non-compliant contributor	☐

[1] If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works ☐

Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

(i) the information furnished is true and correct;

(ii) the preference claimed is in accordance with the conditions of this schedule;

(iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and

iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier conditions pertaining to the granting of preferences.

[redacted]

Signatu[redacted]

[redacted]

Date

[redacted]

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

For official use.	
SIGNATURE OF [redacted] OFFICIALS AT QUOTAT[redacted] PENING	
1. [redacted]	2. [redacted]

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 26: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS

NOT APPLICABLE TO THIS TENDER

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

Sub-contractor Name	Nature of sub-contracting	QSE, EME or Co-operative	Black ownership % of QSE, EME or Co-	Designated group (youth, women, disabled, rural or township,	Value of sub-contracting (including VAT)
[redacted]					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
Total value of sub-contracting (B)					**R**

A	Price of tender under consideration (Pt) including VAT	R [redacted]
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage – (B/A)*100	% [redacted]
	MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE F.2.1.4.6	**30%**

SIGNED ON BEHALF OF TENDERER: [redacted]

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 27: OTHER INFORMATION TO BE PROVIDED WITH THE TENDER

Not Applicable to this tender

SIGNED ON BEHALF OF TENDERER: .....[redacted].....

[redacted]

Part C1: Agreements and Contract Data

		Pages
C1.1	Form of Offer and Acceptance (Agreement)	88 – 92
C1.2	Contract Data	93 –110
C1.3	Form of Guarantee for Construction	111 – 114
C1.4	Form of Guarantee for Advance Payment	115 – 118
C1.5	Occupational Health and Safety Agreement	119
C1.6	Protection of the Environment Declaration	120
C1.7	Insurance Broker's Warranty	121
C1.8	Contract of Temporary Employment as Community Liaison Officer	122 -124



CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

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

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

The Average Cost Per House, inclusive of Contingencies but excluding VAT, as contained in Part C2.2 Pricing Data, shall form the tender offer and shall be utilised for tender evaluation purposes. The individual submitted rates shall be multiplied, as applicable, by the quantities required in respect of the relevant house types, to develop individual Housing Projects and be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Contract document.

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 th[redacted] named as the contractor in the conditions of contract identified in the contract data.

Signature(s) [redacted] .....

Name(s) [redacted] .....

Capacity [redacted] .....

for the tenderer

(Name of organization/tenderer) [redacted]

(Address of organization/tenderer) [redacted]

.....

Name and signature of witness [redacted] .....

Date [redacted] .....

For official use.	
INITIALS OF CITY O[redacted]CIALS AT TENDER O[redacted]NG	
[redacted]	2. [redacted]

[redacted]

Acceptance

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

The terms of the contract are contained in:

Part C1:	Agreements and contract data (which includes this agreement)
Part C2:	Pricing data
Part C3:	Scope of work
Part C4:	Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the ag[redacted]r shall constitute the binding contract between the parties.

Signature(s) [redacted] .....

Name(s) [redacted] .....

Capacity [redacted] .....

for the Employer CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and signature of witness [redacted] .....

Date [redacted]

[redacted]

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before 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, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject [redacted] .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

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

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

[redacted]

For the Ten[redacted]

Signature(s) [redacted] .....

Name(s) [redacted] .....

Capacity [redacted] .....

(Name of organization/tenderer [redacted]

(Address of organization/tenderer) [redacted]

Name and signature of witness [redacted] Date [redacted]

For the Employer:

Signature(s) .....

Name(s) .....

Capacity .....

(Name and address of organization) CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and signature of witness ..... Date .....

.....

[redacted]

Confirmation of Receipt

The tenderer, (now contractor), identified in the offer part of this agreement hereby confirms receipt from the employer, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

the.....(day)

of .....(month)

20.....(year)

at .....(place)

For the Contractor:

Signature(s) ....

Name(s) ....

Capacity ....

Signature and name of witness:

Signature .....

Name .....

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

The Conditions of Contract are clauses 1 to 30 of the **JBCC Principal Building Agreement Edition 6.1 of March 2014)**, as prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from various constituent members' regional offices. Please consult the JBCC webpage on www.jbcc.co.za for contact details of these members.

The pro forma "JBCC Principal Agreement: Contract Data" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

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

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

The JBCC Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

a) the Form of Offer and Acceptance
b) the Contract Data
c) JBCC Principal Building Agreement Edition 6.1 of March 2014)
d) the Specifications
e) the Scope of Work
f) the Pricing Data
g) the Model Preambles for Trades.

[redacted]

PRINCIPAL BUILDING AGREEMENT Contract Data

A TENDER INFORMATION

A1 Project name

To be stated in the Letter of Appointment issued to the successful tenderers

A2 Works description

The works to be undertaken comprises of the construction Breaking New Ground (BNG) subsidised houses on various project within the City of Cape Municipal Area. The extent and amount of amount of houses will be stated in the Letter of Appointment

A3 Site description

Erf No / Township	To be stated in the Letter of Appointment
Local authority	City of Cape Town
Street address	To be stated in the Letter of Appointment

A4 Employer

Name	The Director: TDA – HUMAN SETTLEMENTS IMPLEMENTATION		
Business company –e.g.: public	City of Cape Town		
Business registration number		VAT /GST	4500193497
Contact Person	[redacted]	Tel no	[redacted]
Email	[redacted]		
Registered street address	Civic Centre, 12 Hertzog Boulevard Cape Town		
Postal address	PO Box 298, Cape Town	Code	8000
Telephone	[redacted]	Fax	[redacted]

A5 Principal Agent

Name	To be advised in the Letter of Appointment		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			
Postal address		Code	
Telephone		Fax	

[redacted]

A6 Agent

Name	To be advised in the Letter of Appointment		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			
Postal address		Code	
Telephone		Fax	

A7 Agent

Name	To be advised in the Letter of Appointment		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			
Postal address		Code	
Telephone		Fax	

A8 Agent

Name	To be advised in the Letter of Appointment		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			
Postal address		Code	
Telephone		Fax	

[redacted]

A9 Agent

Name	To be advised in the Letter of Appointment		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			
Postal address		Code	
Telephone		Fax	

A10 Agent

Name	To be advised in the Letter of Appointment		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			
Postal address		Code	
Telephone		Fax	
Registered street address			
Postal address		Code	
Telephone		Fax	

B CONTRACT DATA

Clause references apply to the JBCC Principal Building Agreement Edition 6.1 (PSA) published March 2014.

2.0 Law, regulations and notices

2.1/25.15 Law of the country applicable to the project: South Africa

5.0 Contract documents

5.5 Number of copies of documents issued free to **contractor**: 2

Priced document

Lump sum priced document, or	yes / no? **No**
Priced **bills of quantities** (BoQ)	yes / no? **Yes**
System of measurement	Latest edition of Standard System for Measurement of Building Work in South Africa

Contract documents comprising:

Description	Marked ?	Notes
Volume 1		
Volume 2		
Volume 3		
The Specifications		
The Letter of Appointment		**To be issued to successful tenderers**

Contract drawings - description	Date	Marked	Number	Revision
Not Applicable – Drawings to be issued with Letter of Appointment				

6.0 Employer's agents

6.3

Description of interests of **agents** in the project other than professional services, if applicable	N/A

7.0 Design Responsibility

7.1

Description of elements of the **works** for which the **contractor** is responsible	1. Any alternative to standard specification (this is only applicable to the highest ranked tenderer). 2. Internal wiring for the housing units. 3. Roof structure. 4.All structural concrete work, including precast suspended floors. 5. All plumbing and drainage reticulation 6. All temporary works

7.2

Description of elements of the **works** for which **subcontractors** are responsible	N/A

[redacted]

10.0 Insurances

		Obligation	Currency	Insured amount
By the **contractor** in the joint names of the **parties**, yes /no?	YES			
Contract Works Insurance (CWI) (**including materials and goods**, temporary works)			ZAR	Contract sum
Allowance for professional fees and escalation of the insured value at 25% pa, or ?%			%	20
Free issue materials at new replacement value, added to CWI, where applicable			ZAR	N/A
Employer owned surrounding property (care, custody, control or worked on)			ZAR	Per CWI
Public Liability Insurance (each and every claim OR unlimited for the period)			ZAR	R20 million
Supplementary Insurance (incl. CWI extensions)			ZAR	Per CWI
Removal of Lateral Support Insurance			ZAR	Per CWI
Other:	See 10.1.5 to 10.1.8 of Contract Data		ZAR	To be determined by Contractor
Policy deductibles			ZAR	To be determined by Contractor

Policy deductibles		Currency	Amount
- **Works / free issue**	contractor	ZAR	Maximum of 5% per claim
- **Employer** owned surrounding properties	contractor	ZAR	N/A
- Public Liability	contractor	ZAR	Maximum of 5% per claim
- Supplementary Insurance	contractor	ZAR	Maximum of 5% per claim
- Removal of Lateral Support	contractor	ZAR	N/A
- Other:	contractor	ZAR	To be determined by Contractor



11.0 Security

11.1.1-5	The **contractor** shall provide a **Guarantee for Construction** to the **employer** >D11.2-3	yes / no?	YES
11.1.3	Fixed **Guarantee for Construction** % of contract sum	%	7

11.1.4 **Guarantee for Advance Payment** [11.1.4, 11.1.5, 11.2, 12.1.9, 27.1.7, 27.2.4, 29.9,]

ADVANCE PAYMENT SCHEDULE

The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.

The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.

Plant and materials which have been manufactured and are stored at places other than the Site:	**Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:**
NOT APPLICABLE	NOT APPLICABLE

Conditions:

1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor.
2) Advance payment for the purposes of deposits will only be provided up to a limit of 20% of the value of any one item being claimed.
3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the Guarantee for Advance Payment.
4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an Guarantee for Advance Payment, either for such balance or, if the Guarantee for Advance Payment in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item.

12.0 Duties of the parties = employer = site

9.2.7	Alterations & additions to existing premises?	N/A
12.1.2	Premises occupied – yes / no? identify area?	N/A
12.1.3	Relevant natural features to be retained / relocated / removed	/N/A
12.1.4	Areas the **contractor** may not occupy?	N/A

[redacted]

12.1.5	Utilities connections - location	Water: Provided by Contractor Electricity: Provided by Contractor Tele-communications: Provided by Contractor Ablutions: Provided by Contractor
12.1.6	Statutory, other notices and documents to be submitted / complied with by the contractor before possession of the site can be given	- Proof of Registration / Good Standing with Building Industries Bargaining Council (BIBC) - Proof of good standing / compliance with requirements of the Compensation for Occupational Injuries and Diseases Act - Signed Health and Safety Agreement - Construction Guarantee
12.1.7	Possession of the site – intended date	Due date: Within 2 weeks of receiving a copy of the signed contract Within 10 working days after receipt of all required documentation
12.1.12	Description of **free issue by employer** (Attach separate page for multiple items)	N/A

NOTE: If insufficient space, please see annexure: -

14.0 Nominated subcontractors

14.1.4	Specialisation	N/A
14.1.4	Specialisation	N/A
14.1.4	Specialisation	N/A
14.1.4	Specialisation	N/A
14.1.4	Specialisation	N/A

NOTE: If insufficient space, please see annexure: -

16.0 Direct contractors

16.1	Specialisation	N/A
14.1.4	Specialisation	N/A
14.1.4	Specialisation	N/A

NOTE: If insufficient space, please see annexure: -

Practical completion / penalty for late completion

		Inspection = working days	Date for Practical completion yyyymmdd	Penalty Currency	Penalty amount per calendar day
19.0	**Practical completion** of the **works** as a whole	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000

[redacted]

19.1	**Practical completion** of the **works** in sections: 1	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000
	Practical completion of the **works** in sections: 2	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000
	Practical completion of the **works** in sections: 3	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000
	Practical completion of the **works** in sections: 4	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000
	Practical completion of the **works** in sections: 5	At least 7 days before practical completion	To be agreed in Letter of Appointment	ZAR	R5 000

Note – only one of the options above will apply

19 Practical completion

19.1.1 Items that do not have to be complete to achieve **practical completion**

ALL ITEMS TO BE COMPLETED

NOTE: If insufficient space, please see annexure: -	

19.1.1 Criteria to achieve **practical completion** (the BoQ may contain a more detailed description)

- Houses to be completed as per drawings and specifications.
- Houses to be presented for snagging at least 7 days' prior practical completion.
- Minor defects to be resolved prior to house handover to the beneficiary.
- Electrical sub-contractor shall submit electrical compliance certificate (COC) include earth spike readings.
- Plumbing and Drainage Completion Certificate submitted
- Competent Person to issue a structural compliance certificate.
- Contractor to issue an A19 Certificate.
- City of Cape Town Building Inspector to provide an Occupancy Certificate.
- House street numbers to be painted onto the front facade of each house.
- Stormwater management completed.
- The Contractor will remain responsible for all units (safety, security etc) until handover and occupation of the unit by the approved beneficiary.

NOTE: If insufficient space, please see annexure: -	

25.0 Payment

25.0	Currency	ZAR			
25.2	Issue of regular payment certificates on	date@month	25	monthly	
25.3.2	**Materials and goods off site** – paid subject to...	**Guarantee for Advance Payment** provided			**N/A**
25.3.4/ 26.9.5	Contract price adjustment provisions	**Fixed price for duration of project but subject to review, should the housing subsidy quantum be adjusted**			

NOTE: If insufficient space, please see annexure: -	

25.10.1	Payment Reduction up to date of **practical completion**	%	5
25.10.2	Payment Reduction after date of **practical completion**	%	2.5
25.10.3	Payment Reduction after date of **final completion**	%	0%

26.0 Adjustment of the contract value and final account

Payment of preliminaries

Option A shall apply — Assessed by **principal agent**, an amount pro-rated to the value of the **works** executed in the same ratio as the **preliminaries** to the **contract sum** (including **tax**): shall exclude the amount of **preliminaries**, all contingency sum(s) and any allowance for CPAP

Adjustment of preliminaries [26.9.4]

Option A shall apply — For the adjustment of the **preliminaries** both the **contract sum** and the **contract value** (including **tax**) shall exclude the amount of **preliminaries**, all contingency sum(s) and any provision for Cost Price Adjustment Provision:-

- An amount which shall not be varied
- An amount varied in proportion to the **contract value** as compared to the **contract sum**
- An amount varied in proportion to the **construction period** as compared to the initial **construction period** (excluding revisions of the **construction period** for to the contractor in not entitled) to adjustment of the **contract value** in terms of this **agreement**

The **contractor** shall provide a breakdown of charges (including **tax**) within 15 **working days** of the date of acceptance of tender and, where applicable, an apportionment of preliminaries per section

Where such information is not provided the following subdivision shall be deemed to apply:

- 10% of the amount shall not be varied
- 15% varied in proportion of the **contract value** to the **contract sum**
- 75% varied in proportion to the revised **construction period** compared to the initial **construction period**...

30.0 Dispute resolution

30.6.1	Alternative Dispute Resolution nominating body	Association of Arbitrators Southern Africa	

Changes made to JBCC documentation

See part D of this document
Note: The amendments contained in Part D of this document constitutes the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.

List of Annexures

Number	Description

C TENDERER'S SELECTION (to be completed by tenderer)

19.0 Contractor's holiday periods during the construction period?

Contractor's annual holiday period – year 1 from		until	
Contractor's other holiday period – year 1 from		until	
Contractor's annual holiday period – year 2 from		until	
Contractor's other holiday period – year 2 from		until	
Contractor's annual holiday period – year 3 from		until	
Contractor's other holiday period – year 3 from		until	

NOTE: If insufficient space, please see annexure: -	

D CHANGES MADE TO JBCC DOCUMENTATION

The pro forma "JBCC Principal Agreement: Contract Data" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

[redacted]

PRINCIPAL BUILDING AGREEMENT

The sub-clauses listed below replaces in full the corresponding sub-clauses as contained in the conditions of contract:

DEFINITIONS

1.0 DEFINITIONS and INTERPRETATION

1.1 Definitions

AGREEMENT: The JBCC Principal Building Agreement (by reference), the completed **contract data,** Part C1.1 Form of Offer and Acceptance and other **contract documents** that together forms the contract between the **parties.**

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD] and the Pricing Assumptions contained in the Pricing Data.

CONSTRUCTION PERIOD: The period commencing on the date on which the possession of the **site** was handed over to the **contractor** as recorded on the site possession certificate and ending on the **date for practical completion** and excluding all statutory holidays and those annual building holiday periods as stated in the **contract data.**

CONTRACT DOCUMENTS: The **Agreement,** the **contract drawings**, the **priced document,** and other identified documents [CD]

DATE FOR PRACTICAL COMPLETION: The contractual completion date or dates based on the **construction period** as stated in the **contract data** or revision thereof on or before which the **contractor** agrees to bring the **works** or **sections** thereof to **practical completion**

DATE OF PRACTICAL COMPLETION: The actual or deemed date or dates on which the **contractor** achieves **practical completion**

GUARANTEE FOR ADVANCE PAYMENT: A **security** at call obtained by the **contractor** from a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: Form of Guarantee for Advance Payment, and that replaces the term JBCC® Guarantee for Advance Payment wherever it occurs in the Agreement

GUARANTEE FOR CONSTRUCTION: A security at call obtained by the **contractor** from a financial institution approved by the **employer,** as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.3: Form of Guarantee for Construction, and that replaces the term JBCC® Guarantee for Construction wherever it occurs in the Agreement

1.2 Interpretation

1.2.6 The **agreement** is the entire contract between the **parties** regarding the matters addressed in the **agreement.** No representations, terms, conditions or warranties not contained in the **agreement** shall be binding on the **parties.** No agreement or addendum varying, adding to, deleting or terminating the **agreement** including this clause shall be effective unless reduced to writing and signed by the **parties**

2.0 LAW, REGULATIONS AND NOTICES

4.1 The **contractor** shall comply with the **law,** obtain permits, licences and approvals required and pay related charges for the execution of the **works.** The **employer** shall comply with the **law** obtain permits, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor.** [26.4.1][CD]

Where the **contract sum** exceeds one hundred and thirty million Rand (R130 000 000), the **employer** shall, in compliance with Regulation 3 of the Construction Regulations, read together with the exemptions published in Government Notice dated 7 July 2015, apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work. The **employer** will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the

[redacted]

contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

2.5.4 Sent by telefax – within one (1) **working day** after transmission

5.0 CONTRACT DOCUMENTS

5.1 The **parties** shall sign the original **contract documents** and shall each be issued with a copy thereof. The original signed **contract documents** shall be held by the **employer.**

5.3 The **principal agent** shall decide, and advise the **contractor,** which parts of the **priced document** maybe be used as a specification of **materials and goods** or methods, if any.

6.0 EMPLOYER'S AGENTS

6.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of the **agreement** subject to the limitations detailed in clauses 17 and 26. The **principal agent** has no authority to amend the **agreement.**

7.0 DESIGN RESPONSIBILITY

7.1 The **contractor** shall not be responsible for the design of the **works** other than what is identified in the **contract data** and the **contractor's** and **subcontractors'** temporary works. The **contractor** shall not be responsible for the coordination of design elements other than what is identified in the **contract data** and the **contractor's** and **subcontractors'** temporary works.

9.0 INDEMNITIES

9.2.7 No clause

10.0 INSURANCES

10.1.5 Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

10.1.6 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

10.1.7 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

10.1.8 Where the **agreement** involves manufacturing and/or fabrication of the **works** or part thereof at premises other than the **site**, the **contractor** shall satisfy the **employer** that all materials and equipment for incorporation in the **works** are adequately insured during manufacture and/or fabrication. In the event of the **employer** having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the **contractor's** Policies of Insurance.

10.2 Where **practical completion in sections** is required [20.0] or the **works** is for alterations or renovations to an existing building(s) the effecting of contract works insurance [10.1.1-4] shall be the responsibility of the **contractor.**

10.3 The **party** responsible [10.1] for effecting such insurances [10.1.1-4 and/or 10.2] shall make available to the other party, before commencement of the **construction period**, documentary evidence as provided for in C1.6: Insurance Brokers Warranty as contained in this document, that insurances has been effected. A copy of the insurance policies shall be provided to the other **party** within thirty (30) **calendar days** of the commencement of the **construction period**. Approval by the other **party** shall be deemed unless a reasonable objection is lodged within fourteen (14) **calendar days** of receipt of such policies. Where required, the **party** responsible shall provide evidence of renewal to the other **party** before the expiry of the current period of insurance.

10.8 No clause

11.0 SECURITY

[redacted]

11.1.1 Provide a **Guarantee for Construction** to the **employer** within fourteen (14) **days** of acceptance of the **contractor's** tender.

11.1.2 No clause

11.1.3 The **Guarantee for Construction** (fixed) shall be set at the percentage of the **contract sum** [CD] as stated in the **contract data.** The **contractor** shall keep such **security** valid and enforceable until the only or last **certificate of practical completion** has been issued.

11.1.4 Provide a **Guarantee for Advance Payment** where an advance payment is required equal in value to the aggregate amount of all such advance payments. The **contractor** shall keep such **security** valid and enforceable until the advanced payment has been repaid [11.2].

11.3.1 No clause

11.4 No clause

11.5 No clause

11.10 The **contractor** shall waive his lien within 7 (7) **calendar days** of the commencement of the **contract period.** 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]

12.0 DUTIES OF THE PARTIES

12.1.1 No clause

12.1.6 List statutory, other **notices** or documents the **contractor** must submit and/or comply with before possession of the **site** can be given

12.1.8 No clause

12.2.1.a 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**. The **contractor** shall also provide at his own cost any additional facilities outside the **site** required by him for the purposes of the **works**.

12.2.2 Submit the **priced document** as part of the tender submission with items priced 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.**

14.0 NOMINATED SUBCONTRACTORS

14.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and the requirements of the **employer** for work intended to be executed by a *nominated* **subcontractor**

14.1.2.a For subcontract work over R 200 000, 00, advertise the proposed subcontract works in accordance with the requirements of the **employer.**

14.1.2.b For subcontract work less that R 200 000, 00, invite at least three tenders from a shortlist approved by the **employer.**

14.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the **employer**

14.1.4 Nominate a **subcontractor** and instruct the **contractor** [17.1.14] to appoint such **subcontractor** as a *nominated* **subcontractor** in terms of the **n/s subcontract agreement** and other tender requirements

14.6 Where a *nominated* **subcontractor** has been declared insolvent, or where after notification by the **contractor r**, the **principal agent** agrees that a *nominated* **subcontractor** is in default of a material term of the **n/s subcontract agreement,** the **principal agent** shall instruct the **contractor** to give **notice** to the **subcontractor** to rectify such default. The **principal agent** shall instruct the **contractor** to terminate

[redacted]

the **n/s subcontract agreement** should such default continue for five (5) **working days** after such **notice** [17.1.15; 27.1.8]

14.7.2 Due to default or insolvency of the **subcontractor,** or default of the **employer** and/or **agents**, the n/s subcontract value shall be adjusted to include the cost of completing such n/s subcontract works [27.1.8]

14.7.3 Due to default or insolvency of the **contractor** any variation in the cost of completing the n/s subcontract works shall be for the account of the **contractor**. The **employer** may recover expense and/or loss [27.2.8]

15.0 SELECTED SUBCONTRACTORS

15.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and the requirements of the **employer** for work intended to be executed by a *selected* **subcontractor**

15.1.2.a For subcontract work over R 200 000, 00, advertise the proposed subcontract works in accordance with the requirements of the **employer.**

15.1.2.b For subcontract work less that R 200 000, 00, invite at least three tenders from a shortlist compiled the **principal agent** and the **contractor.**

15.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the **contractor**

15.2.1 Appoint the **subcontractor** [17.1.14] as a *selected* **subcontractor** and forward a copy of the signed **n/s subcontract agreement** to the **principal agent**

16.0 DIRECT CONTRACTORS

16.1.3 Be entitled to claim expense and/or loss caused by **direct contractors** [26.5]

16.1.4 Provide an area for site establishment, allow the use of personnel welfare facilities, provide water, lighting and electrical power to a position within 50m of where the direct contract work is to be carried out and allow use of erected scaffolding and hoisting equipment while it remains erected.

17.0 CONTRACT INSTRUCTIONS

17.1 The **principal agent** may issue **contract instructions** to the **contractor,** provided that the cumulative effect of all instructions does not exceed the **contract sum** inclusive of any amendments thereof that have been approved by the **employer**, regarding:

17.1.21 Position, standard, content and permission for erection of notice boards [12.2.18]

20.0 SECTIONAL COMPLETION

20.2.2 A **certificate of final completion** incorporating the last **section** [21.6.2]

21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

21.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily completed [19.3.4], whichever is the later

21.9 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period, [21.6.1; 21.7.2] the **contractor** shall give **notice** to the **employer** and the **principal agent** forthwith. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **final completion** shall be deemed to have been achieved on the date of expiry of the **notice** and the **principal agent** shall issue the **certificate of final completion** forthwith.

23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

23.6.2 The cause and effect of the delay on the current date for **practical completion** to the extent that the delay [29.1-3] exceeds concurrent delays caused by or at the risk of the **contractor**, where appropriate, illustrated by a change to the critical path of the current **programme**



25.0 PAYMENT

25.3.1 A fair estimate of the value of work executed shall only be based on houses where the specific interim payment stage has been reached and a certificate of compliance for that part of the work has been issued and signed by the Principal Agent. The interim payment stages shall be based on the following progress achieved per house:

SINGLE STOREYS			
Interim payment Stage	**Required Progress**	**% of House Payment**	**Cumulative %**
CMC 1	Foundation and floor slab completed.	15	15
CMC 2	Superstructure brickwork up to wallplate height, excluding wallplate, but including window and door frames.	35	50
CMC 3	Roof structure, roof covering including barge boards and fascia's.	10	60
CMC 4	Plumbing, Drainage and Electrical, Plaster internal and external. Ceilings, doors, glazing and ironmongery, painting completed.	25	85
CMC 5	Practical Completion Achieved	10	95
CMC 6	Final Completion Achieved	5	100

DOUBLE STOREY UNITS			
Interim Stage	**Progress Completed**	**% of House Payment**	**Cumulative %**
CMC1	Foundation and floor slab completed	15	15
CMC2	Ground floor brickwork including window and door frames completed, supply and placement of top floor slab completed.	25	40
CMC3	First floor brickwork including window and door frames completed,	20	60
CMC 4	Roof structure and roof covering	10	70
CMC 5	Plumbing, Drainage and Electrical, Plaster internal and external. Ceilings, doors, glazing and ironmongery, painting completed.	15	85

CMC 6	Practical Completion Achieved	5	95
CMC 7	Final Completion Achieved	5	100

25.3.2 A fair estimate of the value of **materials and goods** and the inclusion of **materials and goods stored** shall only be considered upon the provision, by the contractor, of an approved security [11.1.4]

25.7 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** within thirty (30) calendar days of the date for issue of the **payment certificate** [CD] including default and/or compensatory interest. Payment shall be subject to the **contractor** giving the **employer** a tax invoice for the amount due. The Contractor may submit a fully motivated application regarding more frequent payment to the Principal Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

25.10 For the purpose of the fixed **guarantee for construction** and payment reduction [11.1.3], the estimated values of work executed [25.3.1] and **materials and goods** [25.3.2] shall be subject to the percentage adjustments as stated in the **contract data.**

25.10.1 No clause

25.10.2 No clause

25.10.3 No clause

25.12.2 No clause

25.12.3 No clause

25.12.4 Terminate the **agreement** [29.14.5]

26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

26.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account,** provided that no adjustment to the **contract value** will result in the approved **contract value,** inclusive of any amendments thereof that have been approved by the **employer,** being exceeded without the approval of the **employer**. Where such adjustments require measurement on **site**, the contractor shall have the right to be present.

26.9.5 Adjust the **contract value** according to the contract price adjustment method, if applicable [CD].

27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.2.11 Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule.**

27.2.12 Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)

27.2.13 Any fines levied in accordance with any of the specifications

28.0 SUSPENSION BY THE CONTRACTOR

28.1.1 No clause

28.1.4 No clause

28.1.5 Failed to act in terms of this **agreement** [6.4]

28.1.6 Appoint another **principal agent** or other **agent**, where applicable [6.5]

[redacted]

28.2 Where the **employer** has not remedied a default in terms of a **notice** [28.1] the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have

29.0 TERMINATION

Termination by the employer

29.1 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has:

29.1.1 Failed to provide a **guarantee for construction** [CD] within the period stated [11.1; 12.2.3] of the date of acceptance of the **contractor's** offer

29.1.2 Failed to proceed with the **works** [12.2.17] within the period stated [CD]

29.1.3 Failed to comply timeously with a **contract instruction** [17.0]

29.1.4 Failed to provide, documentary evidence that insurances has been effected [10.3]

29.1.5 Died, if the **contractor** is a sole proprietor or a sole member of a Closed Corporation.

29.2 Where the **employer** contemplates terminating this **agreement** [29.1], the **principal agent** shall give **notice** to the **contractor** of a specified default [29.1.1-5], to be remedied within ten (10) **working days** of the date of receipt of such **notice**

Termination by the contractor

29.14.1 No clause

29.14.2 Give possession of the **site** to the **contractor** [12.1.7]

29.14.4 No clause

29.14.8 Failed to act in terms of this **agreement** [6.4]

29.17.6 No clause

29.24 No clause

30.0 DISPUTE RESOLUTION

30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by litigation and not adjudication

30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the JBCC Rules for Adjudication, either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute is then referred to further adjudication or litigation, at the option of the claimant

30.7 No clause

AGREEMENT No Clause

BFG ENGINEERING

[redacted]

Dear Sir/Madam

[redacted]

LETTER OF INTENT	
Employer	[redacted]
Contractor	[redacted]
Description	Appointment of panels of Home Building Constractors for the Construction of Government Subsidised Housing Developments
Contract Number	106Q/2017/18

This serves to confirm that [redacted], shall assist [redacted]. with the placement of Insurance cover for **Contractors All Risk, Public Liability. SASRIA (if selected)** for the above contract once the contract has been awarded to them.

We trust the above to be in order.

Yours sincerely

[redacted]

Representative (Supervision)

[redacted]

"Blessings from God"

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.3 Form of Guarantee for Construction

GUARANTEE FOR CONSTRUCTION

For use with The JBCC Edition 6.1 March 2014 Principal Building Agreement

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: The City of Cape Town, Transport and Urban Development Authority.

"Contractor" means: [redacted]

"Principal Agent" means: .....

"Works" means: Contract No. and Title ..... 106Q/2017/18 APPOINTMENT OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

"Site" means: The site as defined in the Contract Data.

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

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

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expiry Date" means: The date of issue by the Principal Agent of the Certificate of Completion of the Works.

CONTRACT DETAILS

Principal Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

GUARANTEE FOR CONSTRUCTION

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

[redacted]

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

3. The Guarantor hereby acknowledges that:

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

3.2 its obligation under this Guarantee for Construction is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

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

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

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

5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Construction is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5; and

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

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

7. Where the Guarantor has made payment in terms of 5, 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 this Guarantee for Construction have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

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

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

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



12. This Guarantee for Construction, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee for Construction 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 signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 8 March 2016) approved for issue of contract guarantees to the City:

National Banks:
ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):
Barclays Bank plc.
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:
ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.4 Form of Guarantee for Advance Payment

GUARANTEE FOR ADVANCE PAYMENT

For use with The JBCC Edition 6.1 Principal Building Agreement

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: The City of Cape Town, DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION.....

"Contractor" means: .....

"Principal Agent" means:

"Works" means: .....

"Site" means: The site as defined in Clause 1.1 of The JBCC Edition 6.1 March 2014 Principal Building Agreement.....

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

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule" means: A list of Plant and materials accompanying the Guarantee for Advance Payment and which shows the value thereof to be included in the Guaranteed Advance Payment Sum.....

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R.....

Amount in words: .....

"Expiry Date" means: The date of the payment certificate where the Plant and materials have been certified as work done by the principal agent

AGREEMENT DETAILS

Principal Agent issues: Interim Payment Certificates and Recovery Statements.

GUARANTEE FOR ADVANCE PAYMENT

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

2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Advance Payment and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Guarantee for Advance Payment to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Guarantee for Advance Payment is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

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

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment 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 for Advance Payment, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Advance Payment is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Advance Payment is called up in terms of 5; and

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

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

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

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

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

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

12. This Guarantee for Advance Payment, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.



13. Where this Guarantee for Advance Payment 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 signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



Schedule of Plant and materials

For use with Guarantees for Advance Payment on contracts using The JBCC Edition 6.1 Principal Building Agreement

Employer The City of Cape Town, DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

Contractor .....

Works Contract No. and Title.....

Payment Certificate No. .....

Advance payment is requested in respect of the following items of Plant and materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Bills of Quantities Item no.	Description of Plant and materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c
Total Value of Plant and materials to be included in Guaranteed Advance Payment Sum R							

Signed at ..... on the .....day of.....20.....

.....
for the Contractor

.....
As witness

.....
Approved by Principal Agent

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.5 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND

[redacted] ,
(Contractor/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, [redacted] , representing
[redacted] , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: [redacted]

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at [redacted] on the [redacted] day of [redacted]

[redacted]
Witness

[redacted]

Signed at ..... on the.....day of.....20 ....

Witness

for and on behalf of
City of Cape Town

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 106Q/2017/18

CONTRACT TITLE: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

I/ we,.....[redacted].....{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.

2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.

3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.

4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Principal Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:

4.1 The Principal Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences

4.2 The Principal Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Principal Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed [redacted] ..... Date [redacted]

CONTRACTOR

C1.7 Insurance Broker's Warranty

Pro Forma

Logo

Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

CONTRACT NO.:106Q/2017/18

CONTRACT TITLE: **APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS**

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C1.8 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: .....

PROJECT.....

AGREEMENT made between the CONTRACTOR .....
and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. **THE PARTIES HAVE AGREED THAT**

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. **THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:**

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. **THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:**

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R365.00 per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 Maximum hours of work:

(i) 9¼ hours per day
(ii) 45 hours per week;
(iii) 5 days per week;
(iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
(v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.



If the site works later than 1 p.m., the CLO will be paid the full daily wage.

3.5 Workers and the CLO will not be permitted to work under conditions of:

(i) undisciplined or unruly behaviour;
(ii) insubordination to Team Leader, Supervisors or Management;
(iii) abuse of intoxicating substances;
(iv) criminal actions by the employee;
(v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

(i) undisciplined or unruly behaviour;
(ii) insubordination to Team Leader, Supervisors or Management;
(iii) abuse of intoxicating substances;
(iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

(i) the name of the Contractor;
(ii) the CLO's name;
(iii) the number of days worked by the CLO;
(iv) the rate per day;
(v) the details of any deductions made;
(vi) the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.



6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor: .....

Community Liaison officer: .....

Date: .....



Part C2: Pricing Data

		Pages
C2.1	Pricing Assumptions	126-129
C2.2	Bills of Quantities	130 – 197

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The ASAQS Preliminaries compiled by the Association of South African Quantity Surveyors, March 2014, form part of the overall Preliminaries Bill of Quantities and the preliminaries specific variables are stated within the Preliminaries Bill of Quantities.

2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "Model Preambles for Trades 2008". 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 employer's 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.

3. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

4. All rates or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. However, should confirmation be received that the subsidy quantum was increased and implemented by the relevant authority, any approved increase will be passed on to the contractor on a pro rata basis, to all houses which have not been built up to wall plate height

5. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).

6. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

7. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m2	=	square metre	No.	=	number
m2.pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	mega newton
m3	=	cubic metre	MN.m	=	mega newton-metre
m3.km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	mega Pascal	kW	=	kilowatt

9. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

10. The Tenderer is referred to F2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.

11. Clause F.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Bills of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Bills of Quantities.

    If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account.

    The pages of the issued Bills of Quantities should not be removed from the tender document.

12 All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase "or equal approved"

13 While it is entirely at the tenderer's discretion as regards to the Bill of Quantities below, the 2014/15 Housing Subsidy Quantum as released by the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements detailing a cost breakdown for Subsidy Housing Policy Framework and Programme Guidelines, is a guiding document that will give tenderers some idea of the maximum portion of the subsidy quantum allowed against which they may compare their rates, sums, percentage fees and/or prices as applicable. For ease of reference the table below reflect the current maximum subsidy quantum allowed for topstructures.

COST BREAKDOWN OF A STANDARD FREE STANDING 40 SQUARE METER DWELLING (Excl. VAT)	
Item	Cost
Earthworks	R 6 707.48
Concrete, Formwork & Reinforcement	R 10 780.37
Brickwork	R 15 528.48
Roof structure	R 8 832.44
Ceiling and Insulation	R 7 311.82
Windows	R 8 083.53
Doors and Frames	R 6 558.00
Finishing and Paintwork	R 10 637.98
Electrical	R 9 958.40
Plumbing and Drainage	R 9 976.38
Sub Total A	**R 94 374.88**
Preliminaries and General	R 8 578.67
Sub Total B	**R102 953.55**
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	**R114 600.55**

COST BREAKDOWN OF A STANDARD FREE STANDING 45 SQUARE METER DOUBLE STOREY DWELLING (Excl. VAT)	
Item	Cost
Earthworks	R 6 707.48
Concrete, Formwork & Reinforcement	R 10 780.37
Brickwork	R 15 528.48
First Floor Slab and Stairway	R 21 190.00
Roof structure	R 8 832.44
Ceiling and Insulation	R 7 311.82
Windows	R 8 083.53
Doors and Frames	R 6 558.00
Finishing and Paintwork	R 10 637.98
Electrical	R 9 958.40
Plumbing and Drainage	R 9 976.38
Sub Total A	**R115 564.88**
Preliminaries and General	R 8 578.67
Sub Total B	**R124 143.55**
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	**R135 790.55**

COST BREAKDOWN OF A STANDARD FREE STANDING 45 SQUARE METER DWELLING FOR DISABLED PERSONS (Excl. VAT)	
Item	Cost
Foundations	R 11 108.64
Ground Floor Construction	R 12 394.86
External Envelope	R 25 192.99
Roof	R 8 173.37
Ceiling and Insulation	R 8 239.65
Internal Divisions	R 13 959.66
Floor Finishes	R 8 810.30
Internal Wall Finishes	R 20 863.67
Plaster of Internal Walls	R 1 817.55
Windows: Special Low E Clear and Opaque glass	R 4 533.77
Electrical Installation	R 10 579.55
Plumbing and Drainage	R 12 105.04
Site Clearance	R 2 999.30
Sub Total A	**R140 778.36**
Preliminaries and General	R 12 119.64
Sub Total B	**R152 898.00**
Geo-tech Variance	R 6 364.00
SCCCA	R 5 283.00
Total Subsidy Quantum	**R164 545.00**

14. METHOD FOR AWARDING CONTRACTS

For the first four (4) tenderers who are successfully appointed to Panel 1, Panel 2 or Panel 3, the method for awarding a contract will be as follows:

1. The highest ranking tenderer in terms of price and preference and based upon their average cost per house, will be awarded the first project which is construction ready.
2. The second highest ranking tenderer in terms of price and preference and based upon their average cost per house, will be awarded the second project which is construction ready.
3. The third highest ranking tenderer in terms of price and preference and based upon their average cost per house, will be awarded the third project which is construction ready.
4. The fourth highest ranked tenderer in terms of price and preference and based upon their average cost per house, will be awarded the fourth project which is construction ready
5. Thereafter, should a further project per panel become available, then the highest ranked tenderer will be offered this project.
6. Should the highest ranked tenderer not accept this offer, it would be offered to the second ranked tenderer.
7. Should the second ranked tenderer not accept this offer, it would be offered to the third ranked tenderer.
8. Should the 3 ranked tenderer not accept this offer either, then a new tender for this work will be advertised.
9. The process explained in Item's 5 to 8 above will thereafter be applied to any further projects which becomes construction ready during the **5-year appointment period**, for which the panels of tenderers will be appointed.

[redacted]

CITY OF CAPE TOWN

DIRECTORATE: TDA – HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 106Q/2017/18

APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

C2.2.1 Bills of Quantities (BOQ)

(APPLICABLE TO PANEL 1 TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF 500 OR MORE HOUSES)

FOR EVALUATION PURPOSES, TENDERERS MUST PRICE THIS BOQ BASED UPON AN AVERAGE OF 600 HOUSES PER PROJECT WITH AN ESTIMATED CONTRACT PERIOD OF 24 MONTHS

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SECTION 1
PRELIMINARIES: SECTIONS A, B and C

SECTION A: PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

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 Edition 6.1 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")

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

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

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

Section B: A recital of the headings of the individual clauses of the aforementioned Preliminaries document

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

PRICING OF PRELIMINARIES

Preliminaries must be priced in terms of Option A and in terms of clause 26.9.4 of the **contract data** for the purpose of adjustment of these **preliminaries**, the amount entered into the amount column in these **preliminaries** is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

[redacted]

SECTION A: PRINCIPAL BUILDING AGREEMENT

Please refer to the Contract Data Part D for the full extent of the modifications, corrections or supplements made to the standard clauses referenced below

Interpretation (A1-A7)

A1.0 Clause 1.0 - Definitions and interpretation

Fixed:_____ Value related:_____ Time related:_____
Item

A2.0 Clause 2.0 - Law, regulations and notices

Health and safety

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** (refer to Annexure 7 for a copy of the relevant specification) and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

The **contractor** shall:

1. Comply with the health and safety specification for the **works**
2. Prepare and agree with the health and safety consultant the health and safety plan for the **works**
3. Co-operate with the health and safety consultant in all respects
4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the **employer's** safety specification

Fixed:_____ Value related:_____ Time related:_____
Item

A3.0 Clause 3.0 – Offer and acceptance

Fixed:_____ Value related:_____ Time related:_____
Item

A4.0 Clause 4.0 – Assignment and cession

Fixed:_____ Value related:_____ Time related:_____
Item

A5.0 Clause 5.0 - **Contract documents**

Fixed:_____ Value related:_____ Time related:_____
Item

[redacted]

A6.0	Clause 6.0 - **Employer's agents** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A7.0	Clause 7.0 - Design responsibility Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Insurance and security (A8-A11)	
A8.0	Clause 8.0 – **Works** risk Fixed:_____ Value related:_____ Time related:_____ **Item**	
A9.0	Clause 9.0 - Indemnities Fixed:_____ Value related:_____ Time related:_____ **Item**	
A10.0	Clause 10.0 - Insurances Fixed:_____ Value related:_____ Time related:_____ **Item**	
A11.0	Clause 11.0 - **Security** Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Execution (A12 - A17)	
A12.0	Clause 12.0 – Duties of the **parties** **Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18** Refer to the **contract data**, the Preliminaries document and "Section B : Preliminaries" of this Bill with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the **JBCC** Principal Building Agreement Fixed:_____ Value related:_____ Time related:_____ **Item**	
A13.0	Clause 13.0 – Setting out	
A14.0	Clause 14.0 – Nominated **subcontractors** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A15.0	Clause 15.0 – Selected **subcontractors** Fixed:_____ Value related:_____ Time related:_____ **Item**	

[redacted]

A16.0	Clause 16.0 – **Direct subcontractors** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A17.0	Clause 17.0 – Contract instructions **Site instructions** Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the **contractor** Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Completion (A18 – A24)	
A18.0	Clause 18.0 – Interim completion Fixed:_____ Value related:_____ Time related:_____ **Item**	
A19.0	Clause 19.0 – **Practical completion** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A20.0	Clause 20.0 – Sectional completion Fixed:_____ Value related:_____ Time related:_____ **Item**	
A21.0	Clause 21.0 – **Defects** liability period and **final completion** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A22.0	Clause 22.0 – **Latent defects** liability period Fixed:_____ Value related:_____ Time related:_____ **Item**	
A23.0	Clause 23.0 – Revision of date for **practical completion** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A24.0	Clause 24.0 – **Penalty** for late or non-completion Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Payment (A25 - A27)	
A25.0	Clause 25.0 – Payment Fixed:_____ Value related:_____ Time related:_____ **Item**	

A26.0	Clause 26.0 – Adjustment of the **contract value** and **final account** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A27.0	Clause 27.0 – Recovery of expense and loss Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Suspension and termination (A28 - A29)	
A28.0	Clause 28.0 – Suspension by the **contractor** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A29.0	Clause 29.0 – Termination Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Dispute resolution (A30)	
A30.0	Clause 30.0 – Dispute resolution Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Agreement	
A41.0	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** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A42.0	**Contract data** Before submission of his tender the **contractor** is to complete the tenderer's selection in the **contract data** Fixed:_____ Value related:_____ Time related:_____ **Item**	

SECTION B: PRELIMINARIES

Interpretation (B1)

B1.1 Clause 1.1 – Definitions

Fixed:_____ Value related:_____ Time related:_____
Item

B1.2 Clause 1.2 – Interpretation

Fixed:_____ Value related:_____ Time related:_____
Item

Documents (B2)

B2.1 Clause 2.1 – Checking of documents

Fixed:_____ Value related:_____ Time related:_____
Item

B2.2 Clause 2.2 – Bills of quantities

Fixed:_____ Value related:_____ Time related:_____
Item

B2.3 Clause 2.3 – Availability of construction documentation

Budgetary allowances and provisional sums

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**

Fixed:_____ Value related:_____ Time related:_____
Item

B2.4 Clause 2.4 – Ordering of Materials

Fixed:_____ Value related:_____ Time related:_____
Item

Previous work and adjoining properties (B3)

B3.1 Clause 3.1 – Previous work – dimensional accuracy

Fixed:_____ Value related:_____ Time related:_____
Item

B3.2 Clause 3.2 – Previous work – defects

Fixed:_____ Value related:_____ Time related:_____
Item

B3.3 Clause 3.3 – Inspection of adjoining properties

Fixed:_____ Value related:_____ Time related:_____
Item

[redacted]

	The Site (B4)	
B4.1	Clause 4.1 – Defined **works** area Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.2	Clause 4.2 – Handover of site in stages Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.3	Clause 4.3 – Enclosure of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.4	Clause 4.4 – Geotechnical investigation Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.5	Clause 4.5 – Encroachments Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.6	Clause 4.6 – Existing premises occupied Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.7	Clause 4.7 – Services – known Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.8	Clause 4.8 – Protection of trees and/or relevant natural features Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Management of contract (B5)	
B5.1	Clause 5.1 – Management of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B5.2	Clause 5.2 – Progress meetings Fixed:_____ Value related:_____ Time related:_____ **Item**	
B5.3	Clause 5.3 – Technical meetings Fixed:_____ Value related:_____ Time related:_____ **Item**	

	Samples, shop drawings and manufacturers' instructions (B6)	
B6.1	Clause 6.1 – Samples of materials Fixed:_____ Value related:_____ Time related:_____ **Item**	
B6.2	Clause 6.2 – Workmanship samples Fixed:_____ Value related:_____ Time related:_____ **Item**	
B6.3	Clause 6.3 – Shop drawings Fixed:_____ Value related:_____ Time related:_____ **Item**	
B6.4	Clause 6.4 – Compliance with manufacturers' instructions Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Deposits and fees (B7)	
B7.1	Clause 7.1 – Deposits and fees Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Temporary Services (B8)	
B8.1	Clause 8.1 – Water Fixed:_____ Value related:_____ Time related:_____ **Item**	
B8.2	Clause 8.2 – Electricity Fixed:_____ Value related:_____ Time related:_____ **Item**	
8.3	Clause 8.3 – Ablution and welfare facilities Fixed:_____ Value related:_____ Time related:_____ **Item**	
B8.4	Clause 8.4 – Telecommunication facilities Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Prime Cost Amounts (B9)	
B9.1	Clause 9.1 – Responsibility for prime cost amounts Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Attendance on subcontractors (B10)	
B10.1	Clause 10.1 – General attendance Fixed:_____ Value related:_____ Time related:_____ **Item**	

[redacted]

B10.2	Clause 10.2 – Special attendance Fixed:_____ Value related:_____ Time related:_____ **Item**	
	General (B11)	
B11.1	Clause 11.1 – Protection of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.2	Clause 11.2 – Protection / isolation of existing / sectionally occupied **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.3	Clause 11.3 – Security of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.4	Clause 11.4 – Notice before covering work Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.5	Clause 11.5 – Disturbance Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.6	Clause 11.6 – Environmental disturbance **Controlling all forms of pollution** The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the **construction period** due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc. The **contractor** is to ensure that all roads which border the **site** and is used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works** **Environmental management plan** The **employer** has prepared an environmental management plan (EMP) (Refer to Annexure 6 for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements thereof Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.7	Clause 11.7 – Works cleaning and clearing Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.8	Clause 11.8 – Vermin Fixed:_____ Value related:_____ Time related:_____ **Item**	

B11.9 Clause 11.9 – Overhand work

Fixed:_____ Value related:_____ Time related:_____
Item

B11.10 Clause 11.10 – Tenant installations by **direct contractors**

Fixed:_____ Value related:_____ Time related:_____
Item

B11.11 Clause 11.11 – Advertising

Fixed:_____ Value related:_____ Time related:_____
Item

Schedule (B12)

Information for completion of schedule

All information is contained in the **contract data** and will not be replicated herein

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1 **CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed.

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related:_____ Time related:_____
Item

C2 **TRADE NAMES**

Wherever a trade name for any product has been described in the document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related:_____ Time related:_____
Item

C3 **IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all such information, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related:_____ Time related:_____
Item

C4 **AUTHORISATION FOR THE TAKING OF PHOTOGRAPHS**

The **contractor** shall obtain prior authorisation from the **employer** for the making of any sketches or the taking of any photographs of any site, installation, building or civil works belonging to the **employer** and shall ensure that all personnel, **subcontractors** and other persons entering the **site** shall comply with this requirement as well.

Fixed:_____ Value related:_____ Time related:_____
Item

C5 **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.

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.**

Fixed:_____ Value related:_____ Time related:_____
Item

C6 **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.

Fixed:_____ Value related:_____ Time related:_____
Item

C7 **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 e.g. 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.

Fixed:_____ Value related:_____ Time related:_____
Item

[redacted]

C8 **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.**

Fixed:_____ Value related:_____ Time related:_____

Item

C10 **TESTING OF WINDOWS FOR WATER TIGHTNESS**

Each window shall be tested for water tightness with water sprayed on using adequate pressure. If in the opinion of the **principal agent,** the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

Fixed:_____ Value related:_____ Time related:_____

Item

C11 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Health and Safety Specification for Construction Work as contained within these tender documents and the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the Health and Safety Specification and the Construction Regulations of the Occupational Health and Safety Act

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: _____ Value related:_____ Time related:_____

Item

C12 **ADVERTISING RIGHTS**

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**

Fixed: _____ Value related:_____ Time related:_____

Item

C13 **CONFIDENTIALITY**

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

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

Fixed: _____ Value related:_____ Time related:_____

Item

C14 **MEDIA RELEASES**

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

The **contractor** together with his **subcontractors** shall not, without the prior written consent of the **employer**, cause any statement or advertisement to be printed, screened or aired by the media.

Fixed: _____ Value related:_____ Time related:_____

Item

C15 **COMMUNITY LIAISON OFFICER**

If required and so specified in part C3.5 Management of this document, the **contractor** shall employ a Community Liaison Officer (CLO) for the full duration of the contract. The duties of the CLO, remuneration and conditions of employment shall be in accordance with the "Form of Contract of Temporary Employment as Community Liaison Officer" attached to this document.

Fixed: _____ Value related:_____ Time related:_____

Item

C15 **LOCAL LABOUR AND ENTERPRISES**

Allow for monthly submission of proof of employment of local skilled and unskilled labour and the use of local enterprises as specified in part C3.5 Management of this document to the **principal agent**.

The **principal agent** shall be empowered to inspect the books and records of the **contractor** from time to time to ensure that the requirements are met. Should it become apparent that these conditions are not being complied with; the **principal agent** shall close down the works until the requirements are met. Any work stoppages so occasioned will be for the **contractor's** account. Any difficulty experienced by the contractor in the procurement of the required percentages of local labour and enterprises shall be referred to the **principal agent** immediately.

Fixed: _____ Value related:_____ Time related:_____

Item

SECTION 1
PRELIMINARIES
CARRIED TO FINAL TENDER SUMMARY

R	[redacted]
Category: Fixed R	
Category: Value R	
Category: Time R	

[redacted]

SECTION NO. 2

BUILDING WORK: SUMMARY OF HOUSE TYPES (PANEL1)

Please complete all sections for each house typology below.

Pricing Schedule for a House Type A: Double Storey Freestanding

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, joinery and ironmongery				
6	Roof structure and covering				
7	Insulation and Ceilings				
8	Plumbing & Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary Walls	m			
13	Stormwater management to falls				
14	Other (Waterproofing)				
Sub-Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type B: Double Storey Semi-Detached

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, Joinery and ironmongery				
6	Roof structure and covering				
7	Insulations and Ceilings				
8	Plumbing and Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary and Dividing Walls	m			
13	Stormwater management to falls				
14	Other (Waterproofing)				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type C: Single Storey Freestanding

Section No	Description	Unit	Rate	Qty	Amount
1	Site Works		[redacted]		
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m			
12	Stormwater management to falls				
13	Other (Waterproofing)				
Total					[redacted]
Transfer to summary page					

[redacted]

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

[redacted]

Pricing Schedule for a House Type D: Single Storey Semi-detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, joinery and Ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and dividing Walls	m			
12	Stormwater Management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type E: Single Storey Paraplegic House Free standing

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m			
12	Stormwater Management including ramps				
13	Other (Waterproofing)				
Total					
Transfer to summary page					

Pricing Schedule for a House Type F: Single Storey Paraplegic House Semi-Detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and dividing Walls	m			
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

BOQ SUMMARY PAGE (PANEL 1 TENDERERS)

	BILLS OF QUANTITIES FINALSUMMARY	Page No.	COST PER HOUSE	No of estimated units – NOTE: used for evaluation purposes only		Amount R	Amount c
1	**Preliminaries**	143	R [redacted]				
	Building work						
	House Typologies:						
	Type A: Double Storey Freestanding	144	[redacted]				
	Type B: Double Storey Semi-detached	145					
	Type C: Single Storey Freestanding	146					
	Type D: Single Storey Semi-detached	147					
	Type E: Single Storey Paraplegic House Freestanding	148					
	Type F: Single Storey Paraplegic House Semi-detached	148					
3	**SUB-TOTAL (1 + 2 above)**		[redacted]				
	AVERAGE COST PER HOUSE **Note: Derived by dividing Item 3 above by 6 (6 being the different typologies)**		[redacted]				
5	**CONTINGENCIES (Included in Subsidy Quantum)** Allow the sum of 5% (five percent) of the above Average Cost Per House for Contingencies to be spent as the Employer or Employer's representative may direct and to be deducted in whole or in part if not required.		R [redacted]				
	TOTAL OF ITEMS 4 & 5 ABOVE (Excl. VAT)		R [redacted]				

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for **CONTRACT 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS** have been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

[redacted]

SIGNATURE OF TENDERER/S

[redacted]

DATE

[redacted]

C2.2.2 Bills of Quantities (BOQ)

(APPLICABLE TO PANEL 2 TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 200 AND 499 HOUSES). (Note that only those tenderers who qualify in terms of eligibility for Panel 1, may also submit an average cost per house for this panel)

FOR EVALUATION PURPOSES, TENDERERS MUST PRICE THIS BOQ BASED UPON AN AVERAGE OF 300 HOUSES PER PROJECT WITH AN ESTIMATED CONTRACT PERIOD OF 12 MONTHS

CONTENTS **PAGE**

BILLS OF QUANTITIES
SECTION NO.1

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Pricing Schedule – House Type C: Single Storey Freestanding 170

Pricing Schedule – House Type D: Single Storey Semi- Detached 171

Pricing Schedule – House Type E: Single Storey Paraplegic Free Standing 172

Pricing Schedule – House Type F: Single Storey Paraplegic Semi-Detached 172

BILLS OF QUANTITIES FINAL SUMMARY 174

DECLARATION **153**

SECTION 1
PRELIMINARIES: SECTIONS A, B and C

SECTION A: PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

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 Edition 6.1 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")

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

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

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

STRUCTURE OF THIS PRELIMINARIES BILL

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

Section B: A recital of the headings of the individual clauses of the aforementioned Preliminaries document

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

PRICING OF PRELIMINARIES

Preliminaries must be priced in terms of Option A and in terms of clause 26.9.4 of the **contract data** for the purpose of adjustment of these **preliminaries**, the amount entered into the amount column in these **preliminaries** is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: PRINCIPAL BUILDING AGREEMENT

Please refer to the Contract Data Part D for the full extent of the modifications, corrections or supplements made to the standard clauses referenced below

Interpretation (A1-A7)

A1.0 Clause 1.0 - Definitions and interpretation

Fixed:_____ Value related:_____ Time related:_____
Item

A2.0 Clause 2.0 - Law, regulations and notices

Health and safety

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** (refer to Annexure 7 for a copy of the relevant specification) and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

The **contractor** shall:

1. Comply with the health and safety specification for the **works**
2. Prepare and agree with the health and safety consultant the health and safety plan for the **works**
3. Co-operate with the health and safety consultant in all respects
4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the **employer's** safety specification

Fixed:_____ Value related:_____ Time related:_____
Item

A3.0 Clause 3.0 – Offer and acceptance

Fixed:_____ Value related:_____ Time related:_____
Item

A4.0 Clause 4.0 – Assignment and cession

Fixed:_____ Value related:_____ Time related:_____
Item

A5.0 Clause 5.0 - **Contract documents**

Fixed:_____ Value related:_____ Time related:_____
Item

[redacted]

A6.0	Clause 6.0 - **Employer's agents** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A7.0	Clause 7.0 - Design responsibility Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Insurance and security (A8-A11)	
A8.0	Clause 8.0 – **Works** risk Fixed:_____ Value related:_____ Time related:_____ **Item**	
A9.0	Clause 9.0 - Indemnities Fixed:_____ Value related:_____ Time related:_____ **Item**	
A10.0	Clause 10.0 - Insurances Fixed:_____ Value related:_____ Time related:_____ **Item**	
A11.0	Clause 11.0 - **Security** Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Execution (A12 - A17)	
A12.0	Clause 12.0 – Duties of the **parties** **Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18** Refer to the **contract data**, the Preliminaries document and "Section B : Preliminaries" of this Bill with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the **JBCC** Principal Building Agreement Fixed:_____ Value related:_____ Time related:_____ **Item**	
A13.0	Clause 13.0 – Setting out	
A14.0	Clause 14.0 – Nominated **subcontractors** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A15.0	Clause 15.0 – Selected **subcontractors** Fixed:_____ Value related:_____ Time related:_____ **Item**	

A16.0 Clause 16.0 – **Direct subcontractors**

Fixed:_____ Value related:_____ Time related:_____
Item

A17.0 Clause 17.0 – Contract instructions

Site instructions

Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on **site** by the **contractor**

Fixed:_____ Value related:_____ Time related:_____
Item

Completion (A18 – A24)

A18.0 Clause 18.0 – Interim completion

Fixed:_____ Value related:_____ Time related:_____
Item

A19.0 Clause 19.0 – **Practical completion**

Fixed:_____ Value related:_____ Time related:_____
Item

A20.0 Clause 20.0 – Sectional completion

Fixed:_____ Value related:_____ Time related:_____
Item

A21.0 Clause 21.0 – **Defects** liability period and **final completion**

Fixed:_____ Value related:_____ Time related:_____
Item

A22.0 Clause 22.0 – **Latent defects** liability period

Fixed:_____ Value related:_____ Time related:_____
Item

A23.0 Clause 23.0 – Revision of date for **practical completion**

Fixed:_____ Value related:_____ Time related:_____
Item

A24.0 Clause 24.0 – **Penalty** for late or non-completion

Fixed:_____ Value related:_____ Time related:_____
Item

Payment (A25 - A27)

A25.0 Clause 25.0 – Payment

Fixed:_____ Value related:_____ Time related:_____
Item

[redacted]

A26.0 Clause 26.0 – Adjustment of the **contract value** and **final account**

Fixed:_____ Value related:_____ Time related:_____
Item

A27.0 Clause 27.0 – Recovery of expense and loss

Fixed:_____ Value related:_____ Time related:_____
Item

Suspension and termination (A28 - A29)

A28.0 Clause 28.0 – Suspension by the **contractor**

Fixed:_____ Value related:_____ Time related:_____
Item

A29.0 Clause 29.0 – Termination

Fixed:_____ Value related:_____ Time related:_____
Item

Dispute resolution (A30)

A30.0 Clause 30.0 – Dispute resolution

Fixed:_____ Value related:_____ Time related:_____
Item

Agreement

A41.0 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**

Fixed:_____ Value related:_____ Time related:_____
Item

A42.0 **Contract data**

Before submission of his tender the **contractor** is to complete the tenderer's selection in the **contract data**

Fixed:_____ Value related:_____ Time related:_____
Item



SECTION B: PRELIMINARIES

Interpretation (B1)

B1.1 Clause 1.1 – Definitions

Fixed:_____ Value related:_____ Time related:_____
Item

B1.2 Clause 1.2 – Interpretation

Fixed:_____ Value related:_____ Time related:_____
Item

Documents (B2)

B2.1 Clause 2.1 – Checking of documents

Fixed:_____ Value related:_____ Time related:_____
Item

B2.2 Clause 2.2 – Bills of quantities

Fixed:_____ Value related:_____ Time related:_____
Item

B2.3 Clause 2.3 – Availability of construction documentation

Budgetary allowances and provisional sums

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**

Fixed:_____ Value related:_____ Time related:_____
Item

B2.4 Clause 2.4 – Ordering of Materials

Fixed:_____ Value related:_____ Time related:_____
Item

Previous work and adjoining properties (B3)

B3.1 Clause 3.1 – Previous work – dimensional accuracy

Fixed:_____ Value related:_____ Time related:_____
Item

B3.2 Clause 3.2 – Previous work – defects

Fixed:_____ Value related:_____ Time related:_____
Item

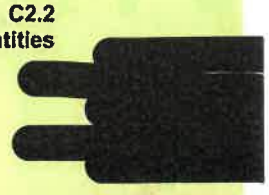
B3.3 Clause 3.3 – Inspection of adjoining properties

Fixed:_____ Value related:_____ Time related:_____
Item

	The Site (B4)	
B4.1	Clause 4.1 – Defined **works** area Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.2	Clause 4.2 – Handover of **site** in stages Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.3	Clause 4.3 – Enclosure of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.4	Clause 4.4 – Geotechnical investigation Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.5	Clause 4.5 – Encroachments Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.6	Clause 4.6 – Existing premises occupied Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.7	Clause 4.7 – Services – known Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.8	Clause 4.8 – Protection of trees and/or relevant natural features Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Management of contract (B5)	
B5.1	Clause 5.1 – Management of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B5.2	Clause 5.2 – Progress meetings Fixed:_____ Value related:_____ Time related:_____ **Item**	
B5.3	Clause 5.3 – Technical meetings Fixed:_____ Value related:_____ Time related:_____ **Item**	

	Samples, shop drawings and manufacturers' instructions (B6)	
B6.1	Clause 6.1 – Samples of materials Fixed:_____ Value related:_____ Time related:_____ **Item**	
B6.2	Clause 6.2 – Workmanship samples Fixed:_____ Value related:_____ Time related:_____ **Item**	
B6.3	Clause 6.3 – Shop drawings Fixed:_____ Value related:_____ Time related:_____ **Item**	
B6.4	Clause 6.4 – Compliance with manufacturers' instructions Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Deposits and fees (B7)	
B7.1	Clause 7.1 – Deposits and fees Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Temporary Services (B8)	
B8.1	Clause 8.1 – Water Fixed:_____ Value related:_____ Time related:_____ **Item**	
B8.2	Clause 8.2 – Electricity Fixed:_____ Value related:_____ Time related:_____ **Item**	
8.3	Clause 8.3 – Ablution and welfare facilities Fixed:_____ Value related:_____ Time related:_____ **Item**	
B8.4	Clause 8.4 – Telecommunication facilities Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Prime Cost Amounts (B9)	
B9.1	Clause 9.1 – Responsibility for prime cost amounts Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Attendance on subcontractors (B10)	
B10.1	Clause 10.1 – General attendance Fixed:_____ Value related:_____ Time related:_____ **Item**	

B10.2	Clause 10.2 – Special attendance Fixed:_____ Value related:_____ Time related:_____ **Item**	
	General (B11)	
B11.1	Clause 11.1 – Protection of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.2	Clause 11.2 – Protection / isolation of existing / sectionally occupied **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.3	Clause 11.3 – Security of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.4	Clause 11.4 – Notice before covering work Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.5	Clause 11.5 – Disturbance Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.6	Clause 11.6 – Environmental disturbance **Controlling all forms of pollution** The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the **construction period** due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc. The **contractor** is to ensure that all roads which border the **site** and is used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works** **Environmental management plan** The **employer** has prepared an environmental management plan (EMP) (Refer to Annexure 6 for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements thereof Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.7	Clause 11.7 – Works cleaning and clearing Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.8	Clause 11.8 – Vermin Fixed:_____ Value related:_____ Time related:_____ **Item**	



B11.9 Clause 11.9 – Overhand work

Fixed:_____ Value related:_____ Time related:_____
Item

B11.10 Clause 11.10 – Tenant installations by **direct contractors**

Fixed:_____ Value related:_____ Time related:_____
Item

B11.11 Clause 11.11 – Advertising

Fixed:_____ Value related:_____ Time related:_____
Item

Schedule (B12)

Information for completion of schedule

All information is contained in the **contract data** and will not be replicated herein

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1 **CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed.

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related:_____ Time related:_____
Item

C2 **TRADE NAMES**

Wherever a trade name for any product has been described in the document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related:_____ Time related:_____
Item



C3 **IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all such information, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related:_____ Time related:_____
Item

C4 **AUTHORISATION FOR THE TAKING OF PHOTOGRAPHS**

The **contractor** shall obtain prior authorisation from the **employer** for the making of any sketches or the taking of any photographs of any site, installation, building or civil works belonging to the **employer** and shall ensure that all personnel, **subcontractors** and other persons entering the **site** shall comply with this requirement as well.

Fixed:_____ Value related:_____ Time related:_____
Item

C5 **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.

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**.

Fixed:_____ Value related:_____ Time related:_____
Item

C6 **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.

Fixed:_____ Value related:_____ Time related:_____
Item

C7 **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 e.g. 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.

Fixed:_____ Value related:_____ Time related:_____
Item

C8 **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.**

Fixed:_____ Value related:_____ Time related:_____

Item

C9 **TESTING OF WATERPROOFING**

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 "ponded" for at least forty (40) hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing.

Fixed:_____ Value related:_____ Time related:_____

Item

C10 **TESTING OF WINDOWS FOR WATER TIGHTNESS**

Each window shall be tested for water tightness with water sprayed on using adequate pressure. If in the opinion of the **principal agent,** the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

Fixed:_____ Value related:_____ Time related:_____

Item

C11 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Health and Safety Specification for Construction Work as contained within these tender documents and the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the Health and Safety Specification and the Construction Regulations of the Occupational Health and Safety Act

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: _____ Value related:_____ Time related:_____

Item

C12 **ADVERTISING RIGHTS**

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**

Fixed: _____ Value related:_____ Time related:_____

Item

[redacted]

C13 **CONFIDENTIALITY**

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

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

Fixed: _____ Value related:_____ Time related:_____

Item

C14 **MEDIA RELEASES**

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

The **contractor** together with his **subcontractors** shall not, without the prior written consent of the **employer,** cause any statement or advertisement to be printed, screened or aired by the media.

Fixed: _____ Value related:_____ Time related:_____

Item

C15 **COMMUNITY LIAISON OFFICER**

If required and so specified in part C3.5 Management of this document, the **contractor** shall employ a Community Liaison Officer (CLO) for the full duration of the contract. The duties of the CLO, remuneration and conditions of employment shall be in accordance with the "Form of Contract of Temporary Employment as Community Liaison Officer" attached to this document.

Fixed: _____ Value related:_____ Time related:_____

Item

C15 **LOCAL LABOUR AND ENTERPRISES**

Allow for monthly submission of proof of employment of local skilled and unskilled labour and the use of local enterprises as specified in part C3.5 Management of this document to the **principal agent**.

The **principal agent** shall be empowered to inspect the books and records of the **contractor** from time to time to ensure that the requirements are met. Should it become apparent that these conditions are not being complied with; the **principal agent** shall close down the works until the requirements are met. Any work stoppages so occasioned will be for the **contractor's** account. Any difficulty experienced by the contractor in the procurement of the required percentages of local labour and enterprises shall be referred to the **principal agent** immediately.

Fixed: _____ Value related: _____ Time related: _____

Item

SECTION 1
PRELIMINARIES
CARRIED TO FINAL TENDER SUMMARY R [redacted]

Category: Fixed R

Category: Value R

Category: Time R

SECTION NO. 2

BUILDING WORK: SUMMARY OF HOUSE TYPES (PANEL 2)

Please complete all sections for each house typology below.

Pricing Schedule for a House Type A: Double Storey Freestanding

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, joinery and ironmongery				
6	Roof structure and covering				
7	Insulation and Ceilings				
8	Plumbing & Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary Walls	m			
13	Stormwater management to falls				
14	Other				
Sub-Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type B: Double Storey Semi-Detached

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, Joinery and ironmongery				
6	Roof structure and covering				
7	Insulations and Ceilings				
8	Plumbing and Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary and dividing Walls	m			
13	Stormwater management to falls				
14	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type C: Single Storey Freestanding

Section No	Description	Unit	Rate	Qty	Amount
1	Site Works				[redacted]
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m			
12	Stormwater management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: [redacted]

Pricing Schedule for a House Type D: Single Storey Semi-detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, joinery and Ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and Dividing Walls	m			
12	Stormwater Management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type E: Single Storey Paraplegic House Free standing

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m			
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

Pricing Schedule for a House Type F: Single Storey Paraplegic House Semi-Detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m			
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: [redacted] .....

BOQ SUMMARY PAGE (PANEL 2 TENDERERS)

	BILLS OF QUANTITIES FINALSUMMARY	Page No.	COST PER HOUSE	No of estimated units – NOTE: used for evaluation purposes only		Amount R	c
1	Preliminaries	167	R [redacted]				
2	Building work						
	House Typologies:						
	Type A: Double Storey Freestanding	168	R [redacted]				
	Type B: Double Storey Semi-detached	169	R [redacted]				
	Type C: Single Storey Freestanding	170	R [redacted]				
	Type D: Single Storey Semi-detached	171	[redacted]				
	Type E: Single Storey Paraplegic House Freestanding	172	R [redacted]	[redacted]			
	Type F: Single Storey Paraplegic House Semi-detached	172	[redacted]				
3	SUB-TOTAL (add 1+2 above)		R [redacted]	[redacted]			
4	AVERAGE COST PER HOUSE Note: Derived by dividing Item 3 above by 6 (6 being the different typologies)		R [redacted]				
5	CONTINGENCIES (Included in Subsidy Quantum) Allow the sum of 5% (five percent) of the above Average Cost Per House for Contingencies to be spent as the Employer or Employer's representative may direct and to be deducted in whole or in part if not required.		R [redacted]				
4	TOTAL OF ITEMS 4 & 5 ABOVE (Excl. VAT)		R [redacted]				

[redacted]

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for **CONTRACT 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS** have been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

[redacted]

SIGNATURE OF TENDERER/S

[redacted]

DATE

[redacted]

C2.2.3 Bills of Quantities (BOQ)

(APPLICABLE TO PANEL 3 TENDERERS WHO HAVE SUCESSFULLY COMPLETED AT LEAST 1 PROJECT CONSISTING OF BETWEEN 25 AND 199 HOUSES. (Note that only those tenderers who qualify in terms of eligibility for Panel 2, may also submit an average cost per house for this panel) Tenderers qualifying in terms of eligibility for Panel 1 may not submit an average cost per house for this panel)

FOR EVALUATION PURPOSES, TENDERERS MUST PRICE THIS BOQ BASED UPON AN AVERAGE OF 100 HOUSES PER PROJECT WITH AN ESTIMATED CONTRACT PERIOD OF 8 MONTHS

CONTENTS **PAGE**

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Pricing Schedule – House Type C: Single Storey Freestanding 193

Pricing Schedule – House Type D: Single Storey Semi- Detached 194

Pricing Schedule – House Type E: Single Storey Paraplegic Free Standing 195

Pricing Schedule – House Type F: Single Storey Paraplegic Semi-Detached 195

BILLS OF QUANTITIES FINAL SUMMARY **196**

DECLARATION **197**

[redacted]

SECTION 1
PRELIMINARIES: SECTIONS A, B and C

SECTION A: PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

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 Edition 6.1 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")

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

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

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

[redacted]

STRUCTURE OF THIS PRELIMINARIES BILL

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

Section B: A recital of the headings of the individual clauses of the aforementioned Preliminaries document

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

PRICING OF PRELIMINARIES

Preliminaries must be priced in terms of Option A and in terms of clause 26.9.4 of the **contract data** for the purpose of adjustment of these **preliminaries**, the amount entered into the amount column in these **preliminaries** is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: PRINCIPAL BUILDING AGREEMENT

Please refer to the Contract Data Part D for the full extent of the modifications, corrections or supplements made to the standard clauses referenced below

Interpretation (A1-A7)

A1.0 Clause 1.0 - Definitions and interpretation

Fixed:_____ Value related:_____ Time related:_____
Item

A2.0 Clause 2.0 - Law, regulations and notices

Health and safety

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** (refer to Annexure 7 for a copy of the relevant specification) and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

The **contractor** shall:

1. Comply with the health and safety specification for the **works**
2. Prepare and agree with the health and safety consultant the health and safety plan for the **works**
3. Co-operate with the health and safety consultant in all respects
4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the **employer's** safety specification

Fixed:_____ Value related:_____ Time related:_____
Item

A3.0 Clause 3.0 – Offer and acceptance

Fixed:_____ Value related:_____ Time related:_____
Item

A4.0 Clause 4.0 – Assignment and cession

Fixed:_____ Value related:_____ Time related:_____
Item

A5.0 Clause 5.0 - **Contract documents**

Fixed:_____ Value related:_____ Time related:_____
Item

[redacted]

A6.0	Clause 6.0 - **Employer's agents** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A7.0	Clause 7.0 - Design responsibility Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Insurance and security (A8-A11)	
A8.0	Clause 8.0 – **Works** risk Fixed:_____ Value related:_____ Time related:_____ **Item**	
A9.0	Clause 9.0 - Indemnities Fixed:_____ Value related:_____ Time related:_____ **Item**	
A10.0	Clause 10.0 - Insurances Fixed:_____ Value related:_____ Time related:_____ **Item**	
A11.0	Clause 11.0 - **Security** Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Execution (A12 - A17)	
A12.0	Clause 12.0 – Duties of the **parties** **Provisions of clauses 12.1.2 to 12.1.6 and 12.2.18** Refer to the **contract data**, the Preliminaries document and "Section B : Preliminaries" of this Bill with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the **JBCC** Principal Building Agreement Fixed:_____ Value related:_____ Time related:_____ **Item**	
A13.0	Clause 13.0 – Setting out	
A14.0	Clause 14.0 – Nominated **subcontractors** Fixed:_____ Value related:_____ Time related:_____ **Item**	
A15.0	Clause 15.0 – Selected **subcontractors** Fixed:_____ Value related:_____ Time related:_____ **Item**	

A16.0 Clause 16.0 – **Direct subcontractors**

Fixed:_____ Value related:_____ Time related:_____
Item

A17.0 Clause 17.0 – Contract instructions

Site instructions

Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on **site** by the **contractor**

Fixed:_____ Value related:_____ Time related:_____
Item

Completion (A18 – A24)

A18.0 Clause 18.0 – Interim completion

Fixed:_____ Value related:_____ Time related:_____
Item

A19.0 Clause 19.0 – **Practical completion**

Fixed:_____ Value related:_____ Time related:_____
Item

A20.0 Clause 20.0 – Sectional completion

Fixed:_____ Value related:_____ Time related:_____
Item

A21.0 Clause 21.0 – **Defects** liability period and **final completion**

Fixed:_____ Value related:_____ Time related:_____
Item

A22.0 Clause 22.0 – **Latent defects** liability period

Fixed:_____ Value related:_____ Time related:_____
Item

A23.0 Clause 23.0 – Revision of date for **practical completion**

Fixed:_____ Value related:_____ Time related:_____
Item

A24.0 Clause 24.0 – **Penalty** for late or non-completion

Fixed:_____ Value related:_____ Time related:_____
Item

Payment (A25 - A27)

A25.0 Clause 25.0 – Payment

Fixed:_____ Value related:_____ Time related:_____
Item

A26.0 Clause 26.0 – Adjustment of the **contract value** and **final account**

Fixed:_____ Value related:_____ Time related:_____
Item

A27.0 Clause 27.0 – Recovery of expense and loss

Fixed:_____ Value related:_____ Time related:_____
Item

Suspension and termination (A28 - A29)

A28.0 Clause 28.0 – Suspension by the **contractor**

Fixed:_____ Value related:_____ Time related:_____
Item

A29.0 Clause 29.0 – Termination

Fixed:_____ Value related:_____ Time related:_____
Item

Dispute resolution (A30)

A30.0 Clause 30.0 – Dispute resolution

Fixed:_____ Value related:_____ Time related:_____
Item

Agreement

A41.0 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**

Fixed:_____ Value related:_____ Time related:_____
Item

A42.0 **Contract data**

Before submission of his tender the **contractor** is to complete the tenderer's selection in the **contract data**

Fixed:_____ Value related:_____ Time related:_____
Item



SECTION B: PRELIMINARIES

Interpretation (B1)

B1.1 Clause 1.1 – Definitions

Fixed:_____ Value related:_____ Time related:_____
Item

B1.2 Clause 1.2 – Interpretation

Fixed:_____ Value related:_____ Time related:_____
Item

Documents (B2)

B2.1 Clause 2.1 – Checking of documents

Fixed:_____ Value related:_____ Time related:_____
Item

B2.2 Clause 2.2 – Bills of quantities

Fixed:_____ Value related:_____ Time related:_____
Item

B2.3 Clause 2.3 – Availability of construction documentation

Budgetary allowances and provisional sums

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**

Fixed:_____ Value related:_____ Time related:_____
Item

B2.4 Clause 2.4 – Ordering of Materials

Fixed:_____ Value related:_____ Time related:_____
Item

Previous work and adjoining properties (B3)

B3.1 Clause 3.1 – Previous work – dimensional accuracy

Fixed:_____ Value related:_____ Time related:_____
Item

B3.2 Clause 3.2 – Previous work – defects

Fixed:_____ Value related:_____ Time related:_____
Item

B3.3 Clause 3.3 – Inspection of adjoining properties

Fixed:_____ Value related:_____ Time related:_____
Item

	The Site (B4)	
B4.1	Clause 4.1 – Defined **works** area Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.2	Clause 4.2 – Handover of **site** in stages Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.3	Clause 4.3 – Enclosure of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.4	Clause 4.4 – Geotechnical investigation Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.5	Clause 4.5 – Encroachments Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.6	Clause 4.6 – Existing premises occupied Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.7	Clause 4.7 – Services – known Fixed:_____ Value related:_____ Time related:_____ **Item**	
B4.8	Clause 4.8 – Protection of trees and/or relevant natural features Fixed:_____ Value related:_____ Time related:_____ **Item**	
	Management of contract (B5)	
B5.1	Clause 5.1 – Management of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B5.2	Clause 5.2 – Progress meetings Fixed:_____ Value related:_____ Time related:_____ **Item**	
B5.3	Clause 5.3 – Technical meetings Fixed:_____ Value related:_____ Time related:_____ **Item**	

[redacted]

Samples, shop drawings and manufacturers' instructions (B6)

B6.1 Clause 6.1 – Samples of materials

Fixed:_____ Value related:_____ Time related:_____
Item

B6.2 Clause 6.2 – Workmanship samples

Fixed:_____ Value related:_____ Time related:_____
Item

B6.3 Clause 6.3 – Shop drawings

Fixed:_____ Value related:_____ Time related:_____
Item

B6.4 Clause 6.4 – Compliance with manufacturers' instructions

Fixed:_____ Value related:_____ Time related:_____
Item

Deposits and fees (B7)

B7.1 Clause 7.1 – Deposits and fees

Fixed:_____ Value related:_____ Time related:_____
Item

Temporary Services (B8)

B8.1 Clause 8.1 – Water

Fixed:_____ Value related:_____ Time related:_____
Item

B8.2 Clause 8.2 – Electricity

Fixed:_____ Value related:_____ Time related:_____
Item

8.3 Clause 8.3 – Ablution and welfare facilities

Fixed:_____ Value related:_____ Time related:_____
Item

B8.4 Clause 8.4 – Telecommunication facilities

Fixed:_____ Value related:_____ Time related:_____
Item

Prime Cost Amounts (B9)

B9.1 Clause 9.1 – Responsibility for prime cost amounts

Fixed:_____ Value related:_____ Time related:_____
Item

Attendance on subcontractors (B10)

B10.1 Clause 10.1 – General attendance

Fixed:_____ Value related:_____ Time related:_____
Item

B10.2	Clause 10.2 – Special attendance Fixed:_____ Value related:_____ Time related:_____ **Item**	
	General (B11)	
B11.1	Clause 11.1 – Protection of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.2	Clause 11.2 – Protection / isolation of existing / sectionally occupied **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.3	Clause 11.3 – Security of the **works** Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.4	Clause 11.4 – Notice before covering work Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.5	Clause 11.5 – Disturbance Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.6	Clause 11.6 – Environmental disturbance **Controlling all forms of pollution** The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the **construction period** due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc. The **contractor** is to ensure that all roads which border the **site** and is used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works** **Environmental management plan** The **employer** has prepared an environmental management plan (EMP) (Refer to Annexure 6 for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements thereof Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.7	Clause 11.7 – Works cleaning and clearing Fixed:_____ Value related:_____ Time related:_____ **Item**	
B11.8	Clause 11.8 – Vermin Fixed:_____ Value related:_____ Time related:_____ **Item**	

[redacted]

B11.9 Clause 11.9 – Overhand work

Fixed:_____ Value related:_____ Time related:_____
Item

B11.10 Clause 11.10 – Tenant installations by **direct contractors**

Fixed:_____ Value related:_____ Time related:_____
Item

B11.11 Clause 11.11 – Advertising

Fixed:_____ Value related:_____ Time related:_____
Item

Schedule (B12)

Information for completion of schedule

All information is contained in the **contract data** and will not be replicated herein

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1 **CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed.

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related:_____ Time related:_____
Item

C2 **TRADE NAMES**

Wherever a trade name for any product has been described in the document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related:_____ Time related:_____
Item

[redacted]

C3 **IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all such information, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____
Item

C4 **AUTHORISATION FOR THE TAKING OF PHOTOGRAPHS**

The **contractor** shall obtain prior authorisation from the **employer** for the making of any sketches or the taking of any photographs of any site, installation, building or civil works belonging to the **employer** and shall ensure that all personnel, **subcontractors** and other persons entering the **site** shall comply with this requirement as well.

Fixed: _____ Value related: _____ Time related: _____
Item

C5 **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.

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**.

Fixed: _____ Value related: _____ Time related: _____
Item

C6 **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.

Fixed: _____ Value related: _____ Time related: _____
Item

C7 **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 e.g. 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.

Fixed: _____ Value related: _____ Time related: _____
Item

[redacted]

C8 **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.**

Fixed:_____ Value related:_____ Time related:_____

Item

C9 **TESTING OF WATERPROOFING**

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 "ponded" for at least forty (40) hours as a test to ensure the water tightness of the waterproofing and before any further construction work is carried out above the waterproofing.

Fixed:_____ Value related:_____ Time related:_____

Item

C10 **TESTING OF WINDOWS FOR WATER TIGHTNESS**

Each window shall be tested for water tightness with water sprayed on using adequate pressure. If in the opinion of the **principal agent,** the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

Fixed:_____ Value related:_____ Time related:_____

Item

C11 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Health and Safety Specification for Construction Work as contained within these tender documents and the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the Health and Safety Specification and the Construction Regulations of the Occupational Health and Safety Act

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: _____ Value related:_____ Time related:_____

Item

C12 **ADVERTISING RIGHTS**

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**

Fixed: _____ Value related:_____ Time related:_____

Item

[redacted]

C13 **CONFIDENTIALITY**

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

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

Fixed: _____ Value related:_____ Time related:_____

Item

C14 **MEDIA RELEASES**

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

The **contractor** together with his **subcontractors** shall not, without the prior written consent of the **employer,** cause any statement or advertisement to be printed, screened or aired by the media.

Fixed: _____ Value related:_____ Time related:_____

Item

C15 **COMMUNITY LIAISON OFFICER**

If required and so specified in part C3.5 Management of this document, the **contractor** shall employ a Community Liaison Officer (CLO) for the full duration of the contract. The duties of the CLO, remuneration and conditions of employment shall be in accordance with the "Form of Contract of Temporary Employment as Community Liaison Officer" attached to this document.

Fixed: _____ Value related:_____ Time related:_____

Item

C15 **LOCAL LABOUR AND ENTERPRISES**

Allow for monthly submission of proof of employment of local skilled and unskilled labour and the use of local enterprises as specified in part C3.5 Management of this document to the **principal agent.**

The **principal agent** shall be empowered to inspect the books and records of the **contractor** from time to time to ensure that the requirements are met. Should it become apparent that these conditions are not being complied with; the **principal agent** shall close down the works until the requirements are met. Any work stoppages so occasioned will be for the **contractor's** account. Any difficulty experienced by the contractor in the procurement of the required percentages of local labour and enterprises shall be referred to the **principal agent** immediately.

Fixed: _____ Value related:_____ Time related:_____

Item

SECTION 1
PRELIMINARIES
CARRIED TO FINAL TENDER SUMMARY R [redacted]

Category: Fixed R

Category: Value R

Category: Time R

[redacted]

SECTION NO. 2

BUILDING WORK: SUMMARY OF HOUSE TYPES (PANEL 3)

Please complete all sections for each house typology below.

Pricing Schedule for a House Type A: Double Storey Freestanding

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, joinery and ironmongery				
6	Roof structure and covering				
7	Insulation and Ceilings				
8	Plumbing & Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary Walls	m			
13	Stormwater management to falls				
14	Other				
Sub-Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type B: Double Storey Semi-Detached

Section No	Description	unit	rate	Qty	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	First Floor Slab and Stairs				
5	Carpentry, Joinery and ironmongery				
6	Roof structure and covering				
7	Insulations and Ceilings				
8	Plumbing and Drainage Installation				
9	Electrical Installation				
10	Plastering				
11	Painting				
12	Boundary and dividing Walls	m			
13	Stormwater management to falls				
14	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type C: Single Storey Freestanding

Section No	Description	Unit	Rate	Qty	Amount
1	Site Works		[redacted]		
2	Foundations		[redacted]		
3	Super Structure		[redacted]		
4	Carpentry, Joinery and ironmongery		[redacted]		
5	Roof structure and covering		[redacted]		
6	Insulation and Ceilings		[redacted]		
7	Plumbing & Drainage Installation		[redacted]		
8	Electrical Installation		[redacted]		
9	Plastering		[redacted]		
10	Painting		[redacted]		
11	Boundary Walls	m	[redacted]		
12	Stormwater management to falls		[redacted]		
13	Other		[redacted]		
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: [redacted]

[redacted]

Pricing Schedule for a House Type D: Single Storey Semi-detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, joinery and Ironmongery				
5	Roof structure and covering				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and Dividing Walls	m			
12	Stormwater Management to falls				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: .....

Pricing Schedule for a House Type E: Single Storey Paraplegic House Free standing

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary Walls	m			
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

Pricing Schedule for a House Type F: Single Storey Paraplegic House Semi-Detached

Section No	Description	Unit	Rate	Qty.	Amount
1	Site Works				
2	Foundations				
3	Super Structure				
4	Carpentry, Joinery and Ironmongery				
5	Roof structure and coverings				
6	Insulation and Ceilings				
7	Plumbing & Drainage Installation				
8	Electrical Installation				
9	Plastering				
10	Painting				
11	Boundary and Dividing Walls	m			
12	Stormwater Management including ramps				
13	Other				
Total					
Transfer to summary page					

SIGNED ON BEHALF OF TENDERER: [redacted]

BOQ SUMMARY PAGE (PANEL 3 TENDERERS)

	BILLS OF QUANTITIES FINALSUMMARY	Page No.	COST PER HOUSE	No of estimated NOTE: units – used for evaluation purposes only		Amount R	Amount c
1	**Preliminaries**	190	R [redacted]				
2	**Building work**						
	House Typologies:						
	Type A: Double Storey Freestanding	191	R [redacted]				
	Type B: Double Storey Semi-detached	192	R [redacted]				
	Type C: Single Storey Freestanding	193	R [redacted]				
	Type D: Single Storey Semi-detached	194	R [redacted]				
	Type E: Single Storey Paraplegic House Freestanding	195	[redacted]				
	Type F: Single Storey Paraplegic House Semi-detached	195	[redacted]				
3	**SUB-TOTAL (add 1+2 above)**		R [redacted]				
4	**AVERAGE COST PER HOUSE** **Note: Derived by dividing item 3 above by 6 (6 being the different typologies)**		R [redacted]				
5	**CONTINGENCIES (included in Subsidy Quantum)** Allow the sum of 5% (five percent) of the above Average Cost Per House for Contingencies to be spent as the Employer or Employer's representative may direct and to be deducted in whole or in part if not required.		R [redacted]				
6	**TOTAL OF ITEMS 4 & 5 ABOVE (Excl. VAT)**		R [redacted]				

[redacted]

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document upon which my/our tender for **CONTRACT 106Q/2017/18: APPOINTMENT OF PANELS OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS** have been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

[redacted]

SIGNATURE OF TENDERER/S

[redacted]

DATE

[redacted]

Part C3: Scope of Work

		Pages
C3.1	Description of the Works	199 – 200
C3.2	Engineering	202
C3.3	Procurement	203 - 204
C3.4	Construction	205 – 218
C3.5	Management	219 – 227
C3.6	Annexes	228 – 278

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Specifications
Model Preambles for Trades 2008
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)

C3.1 Description of the Works

CONTENTS

3.1.1 EMPLOYER'S OBJECTIVES
3.1.2 OVERVIEW OF THE WORKS
3.1.3 EXTENT OF THE WORKS
3.1.4 LOCATION OF THE WORKS
3.1.5 TEMPORARY WORKS

3.1.1 EMPLOYER'S OBJECTIVES

The objective of the Employer is to appoint three panels of Home Building Contractors who will be appointed City Wide, on a variety housing projects, ranging from Infill housing projects to Greenfield Developments.
The Intention of the employer is to appoint four construction companies to each panel which is comprised as follows:
Panel 1 will comprise of 4 construction companies, each of whom has previously successfully completed at least 1 housing project consisting of 500 or more houses.

Panel 2 will comprise of 4 construction companies, each of whom has previously successfully completed at least 1 housing project, consisting of between 200 and 499 houses.

Panel 3 will comprise of 4 construction companies, each of whom has previously successfully completed at least 1 housing project, consisting of between 25 and 199 houses.

The appointment to these panels will be based upon price and preference points submitted by the Tenderers.

3.1.2 OVERVIEW OF THE WORKS

The works will predominately entail the construction of a combination of Double Storey and Single Storey houses of which approximately 75% will be double storey dwellings and 25% single storey dwellings. It is envisaged that these houses will be constructed on serviced sites with completed infrastructure, roads and pavements.

3.1.3 EXTENT OF THE WORKS

As each of the projects would require a sectional of phased completion, the successful tenderer would in consultation with the principal agent, agree on a commencement and completion date for each of the sections or phases of the contract. The phased completion will be included in the Letter of Appointment. The responsibility will be upon the tenderer to fence off the houses handed over from the construction site, as the project progresses
This building contract will include minor site works such as locating and exposing the water connection leadings in the side walk, locating the sewer connection points and stormwater management of ground around the house, to allow free drainage of rain water away from house.

The work per house will be concluded once successful final completion has been achieved and all required documentation has been received and accepted by the Principal Agent.

3.1.4 LOCATION OF THE WORKS

We have identified a number of projects which is envisaged will be the first contracts to which successful tenderers will be appointed to. These projects will be finalised once more accurate information is available.

As these projects are predominantly located in existing built up areas, the successful contractors shall from the date of site handover, secure the construction site by inter alia strategically placing warning and signboards, as well as providing adequate security and fencing off the construction site/s.

[redacted]

3.1.5 TEMPORARY WORKS

a) OTHER SERVICES (TELKOM ELECTRICITY ETC.) / PROTECTION OF EXISTING WORKS

It is the Contractor's responsibility to protect the existing services and he must make provision for this in the Bill of Quantities. The Contractor will ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant Service Providers in his presence. The Contractor must request in writing that the relevant official indicates the said services at least 48 hours prior to the commencement of the works.

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

b) SURVEY BEACONS AND BENCHMARKS

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

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

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

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

c) TIDYING UP OF THE WORKS

The Contractor shall take note that the progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance or impede the activities of either the public or the Client. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works, or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition or better and all rubbish, tools , tackle, plant and materials must be removed, so as to leave the Site in a clean and orderly condition. No additional payment will be made for such work

[redacted]



C3.2 Engineering / Design

CONTENTS

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX
3.2.2 EMPLOYER'S DESIGN
3.2.3 DESIGN BRIEF
3.2.4 DRAWINGS
3.2.5 DESIGN PROCEDURES

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

- All internal design, drawing approval and drawing issue – By the appointed Professional Team
- Temporary Works and Wayleaves - Contractor
- Completion of all works - Contractor
- Preparation of record drawings – Contractor

The Consultants are responsible for the design of all permanent works and not the temporary works utilized by the Contractor. The Contractor shall be solely responsible for ensuring the safety and efficacy of his designs for temporary works. For those portions of the work scheduled as 'Design and Build', the Consultant must still approve in writing all designs before construction commences, although this will not relieve the Contractor of his responsibilities relating thereto.

3.2.2 EMPLOYER'S DESIGN

The entire design for all permanent services will be carried out by the Employer, except if indicated otherwise in the Contract Data.

3.2.3 DRAWINGS

No drawings are applicable to this tender. The Tenderer would have to provide a cost per house based upon the specifications contained in the tender document below.



C3.3 Procurement

CONTENTS

3.3.1 PREFERENTIAL PROCUREMENT
3.3.2 SUB-CONTRACTING PROCEDURES

3.3.1. PREFERENTIAL PROCUREMENT

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

3.3.2. SUB-CONTRACTING PROCEDURES

3.3.2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, , of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

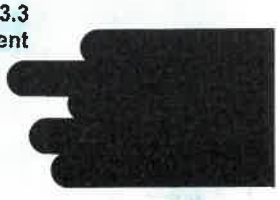
3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime costs items have been provided in the Bills of Quantities, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R200 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in F.3.11 of the Tender Data.

Where the monetary allowance is in excess of R200 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in F.3.11 of the Tender Data. The Contractor must satisfy itself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R200 000 or in excess of R200 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in the conditions of contract.



C3.4 Construction

CONTENTS

3.4.1 APPLICABLE STANDARDISED SPECIFICATIONS
3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
3.4.3 WAYLEAVES, PERMISSIONS AND PERMITS
3.4.4 LOCAL PRODUCTION AND CONTENT
3.4.5 EMPLOYMENT OF SECURITY PERSONNEL
3.4.6 UNIVERSAL ACCESS

3.4.1. APPLICABLE STANDARDISED SPECIFICATIONS

The Contractor shall comply with the standards, guidelines, workmanship and building practice as set out in:

(i) The SANS 10400 – 1990. The implementation of SANS 10400 XA is a requirement of this contract. The National Building Regulations shall apply on this project unless alternative procedures have been defined as approved by the NHBRC

(ii) Occupational Health and Safety Act of 1993

(iii) Local Authority building regulations and acts applicable to the development

(iv) All materials shall either carry the SABS mark or have an equivalent performance that is fully described and accepted. Such materials shall all be clearly specified for evaluation purposes and may only be used once formally approved by the Employer.

(v) Only plumbing material/fittings which are SABS or JASWIC approved will be allowed in the building contract.

(vi) The "Model Preambles for Trades (2008 Edition)" recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities, with amendments as follows:

References to "Architect" in the Model Preambles are to be read as "Principal Agent".

Tenderers who are not familiar with the aforesaid "Model Preambles for Trades" are advised to obtain a copy thereof from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

APPLICABLE SANS 1200 STANDARDS FOR CONSTRUCTION WORKS

The following parts of SANS 1200 Standardised Specifications for Civil Engineering Construction are applicable to the works:

1)	SANS 1200 A	:	General
2)	SANS 1200 AB	:	Engineer's office
3)	SANS 1200 C	:	Site Clearance
4)	SANS 1200 D	:	Earthworks
5)	SANS 1200 DB	:	Earthworks (pipe trenches)
6)	SANS 1200 G	:	Concrete (structural)
7)	SANS 1200 LB	:	Bedding
8)	SANS 1200 LD	:	Sewers
9)	SANS 1200 LF	:	Erf connections (water)
10)	SANS 10142 Part 1	:	Electrical Installations
11)	SANS 1921	:	Construction requirements

These specifications have not been issued as part of the tender documentation but are available for inspection at the offices of the Consulting Engineers, or can be obtained from SAICE, Private Bag X200, Halfway House, 1685; Telephone (011) 805-5947.

The abovementioned specifications make several references to the Project Specification for data, provisions and variations that make these standards applicable to this contract. The term **"project specification"** appearing in any of the SANS 1200 Standardised Specifications must be replaced with the term **"Specification Data"**.

The variations and additions to the above Standardised specifications are set out in the Specification Data below. Each item in the Specification Data is cross-referenced to the clause in the standard to which it mainly applies.

The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standards.

3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

The variations and additions to the standard, particular and generic specifications are set out below:

STANDARDISED SPECIFICATION SANS 1200 A : GENERAL

A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

During the construction of any works across or along existing township roads, the Contractor shall, in co-operation with, and in accordance with any instruction from the Principal Agent, take precautions for the protection of the Works and the safety of vehicles and pedestrians in accordance with the requirements of Subclauses 5.2 and 5.7 of SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D.

Temporary traffic signs shall be erected at all diversions. The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red or black border. All temporary signs shall be of the type and size required for urban roads, as applicable, as specified in the South African Road Traffic Signs Manual. The Contractor shall be required to prevent access to the site by any unauthorised personnel. He shall, as a minimum, supply and erect a suitable temporary fence along all unprotected boundaries of the site. The fence shall be at least 2,0 m high and of such nature that it will exclude adults, children or animals. The fence shall be provided with a lockable vehicle entrance gate, to secure the site after working hours.

The cost of erecting, maintaining and removing the fence on completion shall be included in the tendered rates for establishment, operation and maintenance of the Contractor's facilities on site. Should any portion of the fence need to be relocated either temporarily or permanently to allow for pipe crossings or any other construction work to take place, this shall be carried out at no additional cost.

STANDARDISED SPECIFICATION SANS 1200 AB : PRINCIPAL AGENT'S OFFICE

AB 3.1 NAMEBOARDS

Two name boards will be required. The boards shall comply in all respects with the details shown on the drawings.

AB 3.2 OFFICE BUILDING

The Contractor will be required to provide one office, for the exclusive use of the Principal Agent or his staff. The details and furnishings shall be as set out in SANS 1200AB 3.2, except that a wash hand basin, provision for heating and cooling, and an exclusive toilet shall not be required.

In addition to the single office he will be required to provide a suitable venue, with a table and at least 12 chairs, for site and technical meetings to be held over the duration of the contract.

AB 4.1 TELEPHONE

A telephone is not required.

AB 4.2 SURVEY EQUIPMENT

Add the following new clause:

"The Contractor will be required to provide and maintain the following equipment at his campsite and allow for their use by the Principal Agent's Representative, from time to time:



a) 1 x Principal Agent's automatic level with tripod
b) 2 x aluminium telescopic staffs with bubbles
c) 2 x 1,8 m long ranging rods
d) 1 x 50 m steel tape
e) wooden and steel pegs as required, with a 2kg hammer
f) 1 x 3m long aluminium straight edge."

STANDARDISED SPECIFICATION SANS 1200 C : SITE CLEARANCE

C 3.1 DISPOSAL OF MATERIAL

Debris arising from clearing and grubbing shall be removed by the Contractor and disposed of at an approved solid waste site.

C 5.3 CLEARING

Under no circumstances will burning of cleared vegetation be allowed on the site.

C 5.5 RECLEARING OF VEGETATION

The Contractor shall be required to control the growth of invasive species throughout the period that he occupies the site. In this regard he shall regularly inspect the site and remove any new growth of invasive species that has appeared, in such a manner that will prevent the re-emergence. The cost of this work will be deemed to be included in the tendered rate for the initial clearing and grubbing of the site.

C 5.7 LANDSCAPE PRESERVATION AND CONSERVATION OF FLORA

The Contractor shall allow the Environmental Control Officer (ECO) to inspect, search for and rescue indigenous vegetation prior to commencement of any clearing or earthworks operations.

C 8.2.1 Clear and Grub

The tendered rate for clear and grub shall include for the cost of transportation to the approved solid waste site and any fees payable to the local authority. The rate tendered shall include for any fees to be paid at the solid waste site.

STANDARDISED SPECIFICATION SANS 1200 D : EARTHWORKS

D 3.1.2 Classes of excavation

Notwithstanding the contents of clause 3.1.2, soft excavation shall include the excavation in all material other than hard rock, and no extra-over payment will be made for intermediate or boulder excavation.

D 5.1.2 Existing services

The contractor will be issued with drawings showing the positions of all existing services on or adjacent to the site.

D 5.1.2.4Negligence

Where the contractor damages any existing service, he shall not be penalised, but will be responsible for the cost of all necessary repairs and reinstatement.

D 5.2.2 Excavation

The Contractor shall be required to check and inspect all trenches and excavations daily before 09h00, and prior to the commencement of excavation activities, for toads and other trapped animals. These shall be removed and released in an approved manner in consultation with the ECO.

[redacted]

In addition he shall be required to check all stockpiles for animals prior to the use or removal of any material.

The Contractor shall control the runoff of any stormwater from the site in such a manner as to prevent any downstream pollution as a result of his operations.

D 5.2.2.3Disposal

All surplus material from the excavations or other construction activities shall be carted to spoil. The Contractor shall be responsible for locating suitable spoil sites. All costs associated with the carting and spoiling of material shall be included in the tendered rates and no additional payment will be made for this work.

D 5.2.5.1Freehaul

Notwithstanding the contents of clause 5.2.5.1, all haul of material, whether within the limits of the site, from commercial sources, or disposed of at spoil sites, shall be considered as freehaul.

D 5.2.5.2Overhaul

The cost of the movement and haulage of all materials shall be included in the rates for the respective items, and no payment will be made for overhaul.

D 8.3.4 Importing of materials

The Contractor shall be required to locate a suitable source for any imported materials.

STANDARDISED SPECIFICATION SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)

DB 3.1 CLASSES OF EXCAVATION

The provisions of clause D 3.1.2 shall apply.

DB 3.7 SELECTION

Wherever trench excavations intersect layers of material that are suitable for use as selected granular material or selected fill material, as specified in SANS 1200LB, then the excavations shall be carried out in such a way that this material is separated from the remainder of the excavated material.

Excavation methods shall also be carried out so as to separate boulders and large rocks that are unsuitable for inclusion in the backfill.

DB 5.6.3 Disposal of excavation material

Surplus or unsuitable material from trench excavations shall be disposed of offsite in accordance with clause 5.2.2.3.

DB 8.1.1 Measurement and payment

The tendered rates shall cover the cost of disposal of surplus material off site.

DB 8.3.2 Excavation

The rates for excavation of trenches shall also cover the cost of battering trench sides or providing shoring to trenches deeper than 1,5m.

Where battering of trench side slopes is chosen in lieu of shoring, the rate shall also cover any additional protection of services, replacement of erf pegs or any other additional cost resulting from battering the side slopes.

DB 8.3.5 Existing services that intersect or adjoin a pipe trench

Clauses 8.3.5 (a) and (b) will not apply. No additional payment will be made for working across or adjacent to existing services and the tendered rates for excavation shall include for the cost of all aspects as set out in these clauses.

[redacted]

G 2.4.1 Exposure Conditions

All concrete in the Works shall be as specified for severe exposure conditions.

G 3.2 CEMENT

All cement used shall be CEM I cement complying with the requirements of SANS EN 197-1.

The strength class of the cement shall be 42,5 or 32,5 in order to meet the strength requirements of the concrete.

G 3.2.3 Storage

The following additional requirements shall apply:

i) Cement shall be used in the order in which it is received.

ii) Unless approved by the Principal Agent, cement kept in storage for longer than 8 weeks shall not be used in the Works.

iii) Any cement that contains lumps of any nature, may not be used.

G 3.3 WATER

Only potable quality water from an approved source may be used for mixing concrete.

G 3.6 REINFORCEMENT

Mild steel shall comply with SANS 920 - Type A, 250 MPa yield, and high tensile steel shall comply with SANS 920 - Type C, Class 2, 450 MPa yield.

G 5.1.2 Fixing

Fixing of reinforcing bars by welding will not be permitted.

G 5.5.1.1 General

The concrete mix design for strength concrete must be prepared in an approved laboratory and the results of actual test mixes must be submitted for approval together with 7-day and 28-day strength test results for each house.

No concrete shall be cast until the mix designs have been approved by the Principal Agent. The Principal Agent may call for revised mix designs at any stage during the Contract.

G 5.5.1.5 Durability

All reinforced concrete in the works shall be considered to be subject to severe exposure conditions, and the water/cement ratio shall not exceed 0,48.

G 5.5.1.7 Strength Concrete

With the exception of mixes of 15 MPa or weaker, all concrete used in the Works shall be considered to be strength concrete in terms of Subclause 5.5.1.7.

G 5.5.2 Batching

Batching of strength concrete shall be by mass.

G 5.5.3.2 Ready-mixed Concrete

Concrete from a central concrete production facility other than on the construction site will be permitted, however, test results obtained by such a production facility as part of its quality control system will not be accepted for evaluation in terms of Subclause 7.3. Only test cubes taken and stored on site will be acceptable.

[redacted]

G 5.5.5 Placing

Structural concrete shall not be cast directly against the side of any excavation without the use of formwork unless prior approval has been obtained in writing from the Principal Agent.

Concrete used in pipe trenches for encasement may be cast directly against the side of the excavation.

Concrete for thrust/anchor blocks shall be cast directly against the side of the excavation.

G 5.5.14 Defects

All defects shall be repaired as soon as possible after the formwork has been removed and the Principal Agent has inspected the concrete. A statement of the method to be used for each repair shall be submitted to the Principal Agent for his approval before any work is carried out. The Principal Agent may prohibit the further placing of concrete in the particular area concerned until the Principal Agent is satisfied that the repair has been satisfactorily executed.

G 8.1.1 Formwork

Add the following to clause 8.1.1.2:

"Formwork to risers or kickers will not be measured separately as narrow widths, but will be measured with the gross formwork to walls. No separate payment will be made for formwork to the edge of the blinding layer. The rates tendered for concrete to the blinding layer shall cover the cost of such formwork."

STANDARDISED SPECIFICATION SANS 1200 LB : BEDDING (PIPES)

LB 3.1 SELECTED GRANULAR MATERIAL

Delete the contents of this clause and replace with:

"Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature, the grading of which shows 100% passing a 13,2 mm sieve and not more that 5% passing a 0,075 mm sieve. The compactibility factor shall not exceed 0,4.

The contractor shall submit a sample of the proposed material to the Principal Agent for approval at least 14 days prior to commencement of the bedding operations."

LB 5.1.4 Compacting

The entire bedding cradle under, around and over the pipe shall be compacted to 93% of Modified AASHTO maximum dry density (100% for sand).

LB 8.1.3 Volume of Bedding Materials

The volume of bedding material shall be measured net, and shall exclude the volume occupied by the pipe. The width to be used in the volume calculation shall be the minimum base width as specified or scheduled, and no payment will be made for the additional volume of bedding material required due to over-excavation or the occurrence of overbreak in rock or any other material.

LB 8.1.5 Disposal of Displaced Material

Surplus material displaced by the pipeline or by importation of bedding material shall be disposed of off site. The cost of disposal shall be included in the rates for pipelaying or provision of bedding and no additional payment will be made for the removal or transport of the surplus material.



STANDARDISED SPECIFICATION SANS 1200 LD : SEWERS

LD 3.1.5 PVCu Pipes

PVCu pipes and fittings shall be class 34 Heavy Duty complying with SANS 791, with spigot and socket rubber ring joints. No alternative pipe types will be considered.

LD 3.5.2 Precast Concrete Sections

All precast concrete manhole components shall be manufactured using dolomitic aggregate and low alkali sulphate resistant cement to SANS 741.

LD 3.5.4 Concrete

Dolomitic aggregate and low alkali sulphate resistant cement to SANS 741 shall be used in all concrete, mortar or screeding.

LD 3.5.8 Manhole Covers and Frames

Manhole covers and frames shall be of the type and size as detailed on the drawings.

LD 3.6 MARKER POSTS

Marker posts shall consist of 75 x 150 x 1000 mm concrete edging stones.

LD 5.6.1 General (Manholes)

Notwithstanding the requirements of paragraphs a) to d) manholes are to be constructed in accordance with the Principal Agent's drawings.

LD 5.9.2 Marker posts

Marker posts shall be placed vertically at the ends of all erf connections or any other pipe which does not terminate at a manhole, chamber or rodding eye. Posts shall be securely buried in a vertical direction, with a protrusion of 100 mm above ground level.

LD 6.2 OVERALL CENTRE-LINE CONTROL AND MANHOLE LOCATIONS

In the second line, delete "300 mm" and replace with "150 mm".

In the last line, delete "half a pipe length" and replace with "0,5 m".

LD 7.2.6 Watertightness of Manholes

After completion of backfilling, the following test is to be carried out on the completed manhole at the Contractor's expense:

Manholes to be tested shall be indicated on site by the Principal Agent. All pipes shall be plugged and the manhole shall be completely filled with water and allowed to stand for 24 hours. At the end of this period, enough water shall be added to refill the manhole. In the subsequent period of 24 hours, the water level shall not drop by more than 75 mm per metre of depth of the manhole, measured from the channel invert to the underside of the concrete cover slab. Should the drop in water level exceed 75 mm per metre, then the Contractor shall carry out, at his own expense, whatever measures are necessary to waterproof the manhole to the Principal Agent's satisfaction.

STANDARDISED SPECIFICATION SANS 1200 LF : ERF CONNECTIONS (WATER)

LF 3.1.4 Polyethylene Pipes

Polyethylene pipes shall comply with the requirements of clause L 3.7.2 and shall be joined using compression fittings complying with clause L 3.8.8.



LF 3.1.7 Saddles

Saddles shall comply with the requirements of clause L 3.8.9.

LF 3.2.2 Water meters

Water meters (TO BE SUPPLIED AND INSTALLED BY THE EMPLOYER) shall be 15 mm plastic bodied, semi positive, rotary piston, volumetric type complying with SANS 1529 – 1:1994. Meters shall be approved in terms of section 18 of the Trade Metrology Act no. 77 of 1973 and regulation 80 of Part II of the trade Metrology Regulations. All meters must be tested and sealed by an authorised official in an SANS 0259 accredited laboratory. They shall be fitted with a pulse output facility (1 pulse/0,5l), a non-return valve and a three-way brass ballcock with trickle flow facility.

The meter box body (TO BE SUPPLIED AND INSTALLED BY THE EMPLOYER) must be manufactured from specially blended polyacetal, fitted with a hinged lid and viewing slot, and a special dual purpose key for lid and valve. The box shall be fitted with SANS approved DZR brass couplings, with 20mm female thread, designed to retract when loosened to allow fitting or removal of the meter without complete disassembly.

A brass stopcock (TO BE SUPPILIED AND INSTALLED BY THE CONTRACTOR) or SANS UV resistant plastic stopcock shall be installed on the property side of the box, secured with a short copper connecting pipe.

Water and Electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) Water : OPTION A
b) Electricity : OPTION A

Service	Option		
	A Contractor Responsibility	B Employer Responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing and drainage connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

MINIMUM STANDARDS FOR SUBSIDISED HOUSE CONSTRUCTION

General

Minimum standards as per Provincial Government of the Western Cape for the construction of subsidised houses. All subsidised housing to comply with the following minimum standards:

- Houses will at least comply with the PGWC Department of Human Settlements Minimum Housing Standards, noted below. In this regard, a sample house of each type is to be completed within a given time period, the purpose of which would be to approve the materials used and approve the quality standards.
- Alternative building systems may be considered on condition that it is approved by the NHBRC. In this regard any unconventional system will first have to obtain Agrément Certification and/or have received NHBRC approval for a rational design. Foundations shall be structurally designed while all other building elements are in accordance with the SABS and particular specifications.
- At least Degree of Accuracy 2 will be applicable generally unless otherwise specified.
- The Contractor shall comply with the standards, guidelines, workmanship and building practice as set out in:
    - The SANS 0400 – 1990
    - The National Building Regulations shall apply on this project unless alternative procedures have been defined as approved by NHBRC
    - Occupational Health and Safety Act of 1993
    - Local Authority building regulations and acts applicable to the development
    - The Employers Structural Engineer's instructions and drawings.
    - All materials shall either carry the SABS mark or have an equivalent performance that is fully described and accepted.
    - Such materials shall all be clearly specified for evaluation purposes and may only be used once formally approved by the Employer.
    - Only plumbing material/fittings which are SABS or JASWIC approved will be allowed in the building contract.
- Contractor built houses must be enrolled with the NHBRC and comply with the Home Builders Manual.
- All construction methods and workmanship to comply with the relevant SABS/SANS Codes of Practice and NBR - the following specifications shall be seen as the departments requirements to the above.
    - All materials shall be of an acceptable standard and must be approved by the Department/Local Authority.
    - Patented building systems to have Agrément South Africa approval and acceptance by the NHBRC. All other relevant standards in this document shall apply.
    - All products must be installed/fixed strictly in accordance with the manufacturers details/specifications.
    - The floor area Single storey houses must be at least 40 square meters,
    - The combined floor area of Double story houses must be at least 43 square meters with a 21.5 square meter footprint
    - The floor area for houses built for beneficiaries with physical disabilities must be at least 45 square meters
    - Each house must have 2 bedrooms, a separate bathroom, (including a shower or bath, hand basin and toilet) and a combined kitchen and living area (including a sink)

Strip footings

- Min 230x600mm 25Mpa concrete (reinforced with mesh ref 193 as per engineer's details). Deviations to be certified by a registered structural engineer.
- Internal 140mm load bearing walls to be provided with a 600mm x 200mm strip footing. 25Mpa concrete (reinforced with mesh ref 193 as per engineer's details
- Internal non-loading bearing walls to be provided with a 450mm x 200mm strip footing or a slab thickening of the same size including steel mesh (ref. 193) across the entire slab.
- Top of footing shall be min 200mm below NGL.
- Foundation founding conditions shall be compacted to achieve a minimum of 98% MODASH. Compaction shall be such that in excess of three blows of dynamic cone penetrometer are required to penetrate 100mm of fill.
- Minimum of two [2] successful Dynamic Cone Penetrometer (DCP) tests per unit to be recorded by a trained operator. The maximum allowable displacement per blow is 25mm. If the test exceeds the limit, the foundation founding conditions should be re-compacted until the required compaction is obtained.
- Where footings are stepped, the overlaps shall be twice the thickness of the concrete.

Foundation walls

- On a sloping site, where the foundation wall height of a 140mm wide wall exceeds 400mm (measured from ground level to underside of slab), the wall shall be classified as a retaining wall and designed by a professional structural engineer.



- Tenderers to allow a minimum of 5 courses of 140 mm blocks in foundation walls
- Foundation walls to be filled with concrete (min 3.5Mpa).
- Each layer of blockwork to have block force (2.8mm dia)

Floor slabs

- Floor slabs shall be a minimum of 100mm thick and of 25mpa concrete, including steel mesh (ref. 193) across the entire slab. Concrete to be power floated finished or otherwise, float finished and thereafter finished with a 20mm screed
- On flat and gently sloping sites, the floor slab level shall be a minimum of 200mm above the lowest top of kerb on the property.
- Control joints to be provided wherever the slab exceeds 6 linear meters.
- A DPC membrane of 250 micron must be laid on a 50mm sand bed under the slab with 150mm overlaps and all joints sealed.
- The maximum height of fill beneath floor slabs measured at the lowest point shall not exceed 400mm unless certified by a Competent Person. Fill shall be moistened prior to compaction so that a handful squeezed in the hand is firm, but does not show signs of moisture. Fill shall be placed in un-compacted layers not exceeding 100mm in respect of hand compaction or 150mm in respect of compaction by mechanical means. Each un-compacted layer shall be well compacted before additional fill material is added. Compaction shall be such that in excess of three blows of dynamic cone penetrometer are required to penetrate 100mm of fill.

First Floor Slab

- Extruded Hollow core precast element to supplier's engineer's design. Installation to be supervised and certified by supplier. Floor panels to have a minimum end bearing of 90mm. Topping to be a nominal 30mm screed after shear keys have been filled

Stairs

- Pre-Cast concrete staircase as per Cape Concrete or equivalent to be installed by manufacturer
- Treads to be minimum 250mm wide and risers' maximum 200mm high as per SANS 10400.
- Staircase stringers to be trenched out 20mm before fitting of treads.
- Galvanized and painted steel handrail
- Handrails to be 1000mm high as per SANS 10400

External walls

- Single storey: minimum of 140mm wide hollow block walls with 3.5 Mpa strength is required.
- Double storey: minimum of 7Mpa at lower level is required.
- Blocks shall be of a good standard with a high water resistance.
- Contractors shall provide the Department and Local Authority with certification on the above.
- Mortar joints shall be shell-bedded and not raked.
- 375 micron embossed DPC membrane to be placed under all walls.
- Brick/block force (2.8mm dia) shall be placed in every course up to plinth level and then in every third course to roof level. Every course above windows and door openings to receive brick/block force.
- Gable walls to be built up to the underside of the roof covering
- All openings less than 400mm to have reinforced block work over openings.
- U-blocks course with 2 Y10 steel bars required over openings between 400 and 3000mm (If Clisco type windows and door frames with a span of up to 800mm is used no lintels or U-blocks are required).
- Mortar mix to be 1 volume cement x 1 volume unhydrated lime x 6 volumes of sand.
- External walls falling in the SCCCA to be plastered on the outside only (12mm min thick) to 100mm below ground level with a V-joint at floor level. If plinth walls are not plastered it must be bagged and treated with a waterproof paint to a minimum of 100mm under ground level.
- Control joints to be placed in all walls exceeding 6 meter in length and at all external doors upwards (not in the gable).
- Shared walls to be minimum 190mm block walls, built up to underside of roof covering and openings filled with mortar.
- Block work on both sides of the external doorframe to receive a Y10 steel bar and the blocks filled with concrete.
- External walls shall be plastered and cured for period of at least 7 days.
- Contractors are to allow for the construction of an 800mm high x 6-meter-long boundary wall, including concrete footings and constructed of 140mm wide blocks, plastered and painted.

Internal walls

- Minimum of 90mm wide hollow block walls with 3.5MPa strength are required.
- Internal walls shall be bound to the external wall with 1.2mm thick hoop iron (minimum length 700mm) every second course and the joints pointed.
- Internal walls to be plastered on all surfaces.

[redacted]

- Internal walls shall be plastered and control joints created where internal walls butt up against the external walls.

Plumbing and Drainage

- Water pipe to be 15mm polycop, laid at a minimum depth of 450mm with a single stopcock.
- All soil drain pipes (110mm ø) to have a minimum fall of 1:60 with minimum cover of 450mm with a vented closed gulley, all waste pipes to be 40mm external diameter.
- Rodding eyes to be installed at max distances (as prescribed in SANS/SABS), change of direction or fall.
- Shower tray and walls to be screeded/plastered and sealed (properly waterproofed with an approved sealer/tiles) up to 1.8m. Shower rose to be attached to an approved back plate.
- Hot and cold water taps to be fitted to bath, shower, basin and sink
- Water meters to be installed by the City of Cape Town
- Hot and cold water supply required for a Hot water cylinder and to be terminated in the roof space
- A hot water cylinder is **not** required.
- Sink to be stainless steel with falcon brackets (no troughs to be allowed).
- Sinks, basins and baths to be silicone pointed.
- All taps if fixed to the wall to be attached to an approved back plate.
- All plumbing and drainage to conform to SANS/SABS and Local Authority standards.
- WC – White Porcelain low – volume or duel flush
- WHB – White, Porcelain
- Bath. Acrylic White – to be built in with access panel

Windows

- Mechanical certicate for windows to be provided in terms of SANS 613
- Window light area shall be a minimum of 10% of the floor area per room.
- Window opening area shall be a minimum of 5% of the floor area per room.
- Glass panes shall be in accordance with SANS/SABS 0137-2000 Code of Practice.
- Wooden window frames or equivalent, shall be of hard wood and approved by the Department before commencement of the works (minimum 50mm x 70mm machine rebated).
- All window frames to be externally pointed all-round with a waterproofing agent between the frame and blockwork.
- ~~In the Southern Cape Coastal Condensation Area (SCCCA) steel window frames must be hot dipped galvanised according to SANS/SABS 934 – class Z450~~).
- Special low E clear safety glass for all windows and E opaque fitted to bathrooms

Doors

- Hardwood or equivalent doorframes dimensions shall be at least 2000x 50mm x 75mm complete with a cill (threshold)
- Doors shall be of an approved hardwood (40mm thickness) with a SABS 3 lever lock set.
- Meranti FLB doors must be fitted.
- Internal doors to be flush panel Masonite doors supplied with SABS 2 lever lock set.
- Metal doorframes to be utilised internally and painted according to specification
- External doors to be fitted with weather board (70mm x 40mm). Back door to be stable type with bottom part fitted with barrel bolts. Peg stays to be provided.
- External Doors to be hung with two brass ball bearing butt hinges fixed with brass plated countersunk screws

Ceilings

- In the SCCCA all houses must have a 6.4mm gypsum plaster board or 4mm f/c board ceiling and1 30mm glass wool or polyester (@10kg/m3) insulation (nailed to 38 x 50 brandering @ 450 c/c) laid to manufacturer's specifications, finished with cover strips and coved cornices. Other ceiling systems to be approved by the Department/Local Authority.
- The installation of above-ceiling insulation comprising a 130mm mineral fibreglass blanket for the entire house.
- Framed ceiling trap door detail to be indicated on house drawing.

Roof structure and Covering

- The roof truss structure shall be approved by a registered practising Registered Engineer or be an accredited factory designed system, appointed by the contractor.
- The roof structure must be anchored to the structure with 2 strands of galvanised wire (min 4mm dia) or galvanised hoop irons 1.2mm thick directly under roof trusses or beams and anchored at least 600mm deep in the walls, including load bearing internal walls.
- The minimum floor to ceiling height must be 2400mm.
- An A19 roof certificate to be issued for every house on completion.

[redacted]

- Roof cover to be double roman cement roof tiles or equal approved with an approved underlay on 38x38mm timber battens at 350 centres fixed on timber trusses to engineer design at 750 centres on 38X114mm wallplate. Beam fill to underside of tiles.
- Exposed timber at open eaves and gable ends to be treated with carbolinium
- Nutec fascia and barge boards to be installed
- Roof overhangs – 300mm at eaves level
  - 150mm at gable ends

Paint Finish

- External walls shall be painted with a plaster primer and followed by two coats water resistant acrylic paint (SANS/SABS 0400 Code KK17).
- Plastering to be cured a minimum of 7 days prior to painting
- Control joints to be filled with an approved filler
- Internal walls to be plastered only
- Internal doors and frames to be painted with one undercoat and two coats gloss enamel
- External nutec boards: apply one coat polycell plaster primer and two coats super acrylic matt
- Wooden doors and window frames must be treated with a paint sealant or varnished before installation (two coats).
- External doors, frames and Windows frames to be varnished with at least two coats.
- Mild steel window and door frames (outside SCCCA) must be treated with an approved anti-corrosive application (anti-corrosive primer), undercoat and final gloss enamel.
- Internal ceilings to be painted with one under coat and two coats acrylic paint

Electrical

- Each house to have a Ready Board according to the supply authority specifications
- No chasing is allowed into block work.
- The electrical installation must comply with SANS/SABS 0142 (the code of practice for the wiring of premises) and the relevant municipal by-laws standards.
- Electrical Installation to be earthed as per regulations
- Energy efficient globes are to be installed
- One light point in each room
- One single plug point to each room except bathrooms
- A stove point in the kitchen
- An isolator in the ready board for the solar heating system
- All electrical conduiting to be surfaced mounted or inserted in the cavities of the blockwork
- A Certificate of Compliance is to be issued for each house
- Prepaid meter to be installed by local authority
- A hot water cylinder point is **not** required.

Drainage

- Sewer connections have to be installed in accordance with the requirements of and to the satisfaction of the local authority.
- At least a 110m diameter PVC sewer pipe will be installed with a minimum gradient of 1:60.
- Rodding eyes encased in concrete surround shall be provided at the erf connection of each house and everywhere where there is a horizontal bend in the connection – all to the satisfaction of the local authority building inspector.

Site Works

- The surrounding ground will be cleaned from any building rubble and landscaped to ensure free drainage of rain water away from the house to the road network. Sloping shall not be steeper than 1:3 for 1 meter away from the concrete apron.
- A concrete apron(10mpa), 600mm wide x 75mm thick to be provided all round the perimeter of the house and to falls away from the house, on 100mm G7 quality material, compacted to 97% Mod AASHTO
- The surrounding ground shall further be compacted to an acceptable standard to allow vehicular access.
- The contractor shall be responsible to clear all excess material from the site before handover of the house.
- The street number of each property will be painted on a portion of the wall of the house which can be easily observed from street level.

Enhancements of houses for Disabled Beneficiaries

- Bathroom door to be a sliding door with sliding door gear and a 300 mm protection plate
- Bathroom to have a waterproofed shower instead of a bath with the necessary shower head and arm, shower seat and grab rail in a room and size all as set out in SANS 10-400-S Annexure D



- External Concrete ramp to be 1100 clear width and have a maximum gradient of 1:12 and a non-slip surface

- Positioning of all electrical switches and controls to accessible to a disabled user as per SANS 10 -4-- -2 Part 4.14

Handover process

- The Contractor shall as soon as possible but not later than at the first site meeting submit a proposed house handover sequence compliant with his contract programme and clearly indicating which houses on which erven shall be presented for final snagging on which dates.
- Conversant with this the Contractor shall through the whole construction process liaise continually with the City's Building Inspectorate for the various interim inspections.
- Notwithstanding the above the Contractor shall at least five work days in advance notify the Principal Agent and CLO per formal correspondence when houses will be available for handover based on successful final snagging operations.
- Once a particular house has reached Practical Completion
- The Practical Completion Certificate shall also be co-signed by the Contractor and representative of the City.
- Any Snag items identified by the Principal agent will be recorded an attached to the Practical Completion Certificate.
- In order for the contractor to achieve works completion, these snags items are to be completed within 7 working days.
- On handover to the beneficiary, an occupancy certificate (Happy Letter) is to be signed by all parties including the beneficiary, contractor, principal agent and the City's Building Inspector, confirming that the house was handed over to the beneficiary and in which any defect/s are noted.
- Thereafter, the Certificate of Works Completion will be issued by the Principal Agent.
- A Final Completion Certificate will be issued after a 3-month retention period and all latent snags have been attended to.
- Unfinished houses not handed over shall remain the full responsibility of the Contractor.
- The Contractor shall take due cognisance of existing informal dwellings and occupants in the same area and shall take the necessary steps to accommodate the implications with regard to community interaction and safety precautions related to these circumstances.

3.4.3. WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months

3.4.4. LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

3.4.5 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

3.4.6 UNIVERSAL ACCESS



In pursuit of becoming a fully accessible city, the City of Cape Town expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant City of Cape Town documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the CCT's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.



MANAGEMENT

3.5.1. FORMS FOR CONTRACT ADMINISTRATION
3.5.2 PARTICIPATION OF TARGETED LABOUR
3.5.3. COMMUNITY LIAISON OFFICER
3.5.4. PARTICIPATION OF TARGETED ENTERPRISES
3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
3.5.6. HEALTH AND SAFETY
3.5.7 PLANNING AND PROGRAMMING

3.5.1. FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

- Monthly Project Labour Report (Annex 1)
- B-BBEE Sub-contract Expenditure Report (Annex 2)
- Joint Venture Expenditure Report (Annex 3)
- Targeted Labour Contract Participation Expenditure Report (Annex 4)
- Targeted Enterprises Contract Participation Expenditure Report (Annex 5)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Employer's Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. 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 and proof of such acknowledgement shall be furnished to the Employer's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the employer's agent upon request.

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contactor's compliance with the sub-contracting conditions of the **Preference Schedule.**

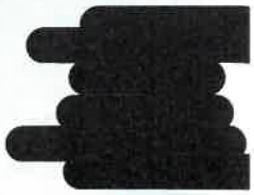
The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it , apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 3), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.



3.5.2 PARTICIPATION OF TARGETED LABOUR

3.5.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG_L) is | 3 % |

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_L.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

"Target area" means the geographical area in which the work is to be carried out

"Targeted labour contract participation goal (CPG_L)" means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

"Targeted labour" means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

"Threshold value" is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

"Value of the contract" means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

[redacted]

3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates though the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (CPG_L^S - CPG_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.3. COMMUNITY LIAISON OFFICER

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Ward Councillor/s. Should suitable candidates not be identified within two weeks of the date of request, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.7: Agreement and Contract Data). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be

paid). As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

3.5.4. PARTICIPATION OF TARGETED ENTERPRISES

3.5.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG_E) is | **10 %**

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E.

3.5.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

"Target area" means the geographical area shown on plan in Part C4: Site Information

"Targeted enterprises contract participation goal (CPG_E)" means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

"Targeted enterprises" means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

"Value of the contract" means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPG_E as follows:

a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;

b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;

c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;

b) fail to enter into written contractual agreements with the relevant targeted enterprises.

[redacted]

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

i) conditions which are more onerous than those that exist in the prime contract (this contract);

ii) payment procedures based on a pay when paid system;

iii) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_E.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer's Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

3.5.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (CPG_E^S - CPG_E^A) \times P^*$$

Where CPG_E^S = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

CPG_E^A = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME

Annexure 6: Environmental Management Specification and its Annexures are attached hereto.

3.5.6. HEALTH AND SAFETY

Annexure 7: Project Specific Health and Safety Specification are attached hereto.

3.5.7. PLANNING AND PROGRAMMING

3.5.7.1 General

This clause describes the requirements for the preparation, submission, updating and revision of the programme. The requirements are in addition to or in expansion of clause [12.2.6] of the conditions of contract.

The programme shall be used by the contractor to plan and execute the works. The programme shall also be used by the principal agent to monitor progress and be the sole basis for the assessment of revisions of the date for practical completion.

The programme shall be produced by the contractor as follows:

- A programme for the totality of the works shall be submitted to the principal agent for acceptance. If the principal does not accept such programme, it shall be revised and amended until it is accepted by the principal agent. This programme will be regarded as the baseline programme.



- This baseline programme shall be updated with actual progress and saved on at least a monthly basis, or any more frequent basis as necessitated by construction events. The contractor may submit to the principal for acceptance revisions to the baseline programme.

Acceptance by the principal agent of any programme submitted by the contractor, does not make such programme a contract document, nor does it mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works in accordance with clause [12].

If at any time there is a dispute or difference between the contractor and the principal agent over any matter concerning the programme, immediate steps should be taken to resolve such dispute in terms of clause [30].

3.5.7.2 Submission of Programme

Within two weeks of the award of the contract the contractor shall submit to the principal agent for his review and acceptance a programme for the whole of the works showing the order of procedure in which the contractor proposes to carry out the works. This programme becomes the baseline programme upon acceptance by the principal agent. The baseline programme shall have regard to the contract completion dates, any other milestones and any restraints set out in the contract. Thereafter, if the actual progress does not conform with the baseline programme, the principal agent is entitled to require the contractor to submit a revised programme showing the order of procedure and periods necessary to ensure completion of the works by the contract completion dates.

The contractor shall furnish any method statements and other details and information required in order for the principal agent to accept the baseline programme.

The contractor shall supply the principal agent with an electronic copy of each programme, together with a printout bar chart or tabular report in a pre-agreed format. All programmes shall be prepared and submitted using Microsoft Project software. The contractor is required to use this software in preference to any other software he may use. The contractor may apply to the principal agent for permission to use other software provided that a computer loaded with a legally licensed copy of such software is provided by the contractor to the principal agent for use.

Within ten working days of the contractor submitting a programme complete with all the information required by this clause to the principal agent for acceptance, the principal agent will accept the programme or state reasons for not accepting the programme. If such reasons are given, the contractor shall take account of the reasons and resubmit the programme within 10 working days.

Reasons for non-acceptance of a contractor's programme may include, amongst others:

- Planned activities, durations, interdependencies, mobilisation periods, production rates, etc. are not practicable, logical or realistic
- Not all required contractual information is indicated
- Non-compliance with the works information
- Key dates, sectional completion dates and completions dates are not accurate
- Calendars do not reflect the intended working weeks and holidays
- Not all major items are included
- Employer and principal agent obligations are not incorporated as events and not logically linked to the programme network
- Due consideration of sub-contractors and direct contractors works not taken
- Float not clearly identified
- Critical path not clearly identified
- Conflict between the programme and the Method Statements
- Insufficient allowance for testing and inspections made

If the principal agent fails to act the programme is deemed to be rejected.

Under no circumstances may the contractor and the principal agent dispense with the submission of the various versions of the programme.

3.5.7.3 Default in submission of programmes

Should the contractor fail to submit a programme for acceptance as the baseline programme or not update the programme as described above, the principal agent shall be entitled to withhold 25% of the amount due to the contractor in interim payment certificates until the contractor has complied with its obligations in this regard.

3.5.7.4 Preparation of Programme



Baseline programme

The first programme submitted by the contractor in terms of this clause becomes the baseline programme upon acceptance by the principal agent. The baseline programme shall form the basic strategy for the completion of the works by the contract completion date. The programme to be accepted may either be, at the discretion of the principal agent, in a linked bar chart format or precedence network format prepared using techniques acceptable to the principal agent and shall show as reasonably practicable:

- The activities in all work packages including those by sub-contractors and suppliers, direct contractors and any others.
- The earliest and latest start and finish dates for every activity in each work package. Activities shall include all scope activities and any activities or time durations expected in addition to scope activities.
- Access dates for each phase or section
- The earliest and latest start and finish dates for each phase or section, including dates when the contractor plans to complete work to allow the employer and others to do their work
- Milestone and Key Dates
- Holiday periods
- Dates by which design work or drawings to be produced by the contractor or sub-contractor or suppliers will be submitted to the principal agent for acceptance and dates by which such acceptance will be required from the principal agent, allowing time for submittals, re-submittals and reviews.
- Dates by which samples to be provided by the contractor will be submitted for approval by the principal agent and dates by which such acceptance will be required from the principal agent, allowing time for submittals, re-submittals and reviews.
- Procurement periods and delivery dates for the major items of goods, plant and materials.
- Dates by which work will be ready for testing by the principal agent / employer.
- Details and dates of any information required from the employer regarding:
  3.5.7.5 The work contained in defined provisional sums
- Commissioning periods
- Provisions for float, time risk allowances, quality control procedures, health and safety requirements and any other requirements set out in the contract

The baseline programme shall also be presented as schedules showing an analysis of the network including:

- A schedule of all activities tabulated in order of earliest starting date and showing for each activity:
  3.5.7.6 Activity number and brief description
  3.5.7.7 Preceding and succeeding activity numbers
  3.5.7.8 Duration
  3.5.7.9 Earliest and latest starting and finishing dates
  3.5.7.10 Total and free float
- A schedule of leads and lags with reasons for them. Excessive leads and lags, negative lags or open/hanging activities, use of fixed dates and any other programming activities that can have the effect of creating false criticality or inhibiting the programme from reacting dynamically to change should be avoided.
- A schedule of all activities lying on paths containing least float, namely the critical activities
- A schedule identifying the days of working per week, shifts per working day and holidays. Where multiple calendars are used, this information shall be provided for each calendar accompanied by a schedule indicating the calendar applicable to each activity
- A schedule giving details of the contractor's resource requirements in terms of manpower, team sizes, tradesmen, work rates, items of plant or equipment and materials and quantities of work allowed for in sufficient detail to explain the activity durations. Activities that may be expedited by use of overtime, additional shifts or any other means shall be identified and explained.

The baseline programme shall also be presented with or be accompanied by the following schedules:

- A schedule of all submittals and material procurement activities, including time for submittals, re-submittals and reviews and time for fabrication and delivery of manufactured products. The interdependence of procurement and construction activities shall be included in the schedule.



- A schedule giving the monetary value of each activity for cash flow purposes. The sum of the monetary values shall total the contract sum.

The baseline programme shall be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the work.

The baseline programme shall take into account all time risk allowances that may be reasonably expected by the contractor.

The principal agent is entitled to withhold acceptance of a programme showing completion at a date earlier than the contract completion date.

3.5.7.5 Methods of construction and temporary works

At the same time as the contractor submits the baseline programme for acceptance to the principal agent, the contractor shall submit for acceptance a general description of the arrangements and methods of construction and temporary works designs the contractor proposes to adopt for carrying out the works (the Method Statement). The Method Statement should be fully cross-referenced to the activities in the programme.

The contractor shall submit to the principal agent sufficient information as may be considered reasonably necessary by the principal agent to interpret, evaluate and give acceptance to the Method Statement.

The contractor shall, whenever required by the principal agent, furnish for his information further and more detailed particulars of the Method Statement.

Should the contractor wish to change a Method Statement or should the principal agent subsequently consider it necessary to amend a Method Statement to which acceptance has previously been given, then the contractor shall submit a revised Method Statement.

Acceptance by the principal agent of the Method Statement does not make the Method Statement a contract document, or mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works in accordance with clause [15.0]

3.5.7.6 Cash Flow Estimates

Within four weeks of the award of the contract the contractor shall submit to the principal agent for his information a detailed monthly cash flow estimate in accordance with the financial year reporting periods of the employer, of all payment the contractor considers it will be entitled to under the contract. The contractor shall subsequently submit such revised cash flow estimates based on the updated programmes.

3.5.7.7 Revising and Updating the Programmes

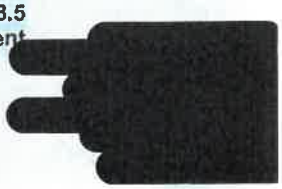
The current programme at any given time during the contract period (whether the baseline programme or any update thereof) and the corresponding method statement shall be revised by the contractor within 10 working days of the contractor changing its methods and / or sequence of working or, if the changes are frequent, revised at least every month. The programme shall also be revised within 10 working days of the approval of any revision of the contract completion date, or whenever circumstances arise that in the opinion of the principal agent affects the progress of the works. Each revision to the programme shall be submitted to the principal agent for review and acceptance. Once a revised programme has been accepted by the principal agent, it replaces the previous baseline or updated programme.

Updates of the programme should be made on the occasion of significant events which could cause change to the forward planning and/or quantities of the remaining work. Such significant events could be, amongst others:

- Variations and other instructions
- Late information
- Lack of access
- Significant changes in estimates of final quantities affection required durations of remaining work
- Major slippage of critical or near critical activities

Each revised programme submitted for acceptance shall be presented as or be accompanied by the schedules referred to in these specifications, together with any amendments to the Method Statement.

The baseline programme shall be updated for actual progress at least once every month and the updates shall be archived as separate electronic files for record purposes. The updates shall be to all scope activities and any additional activities carried out or time durations experienced in addition



to the scope activities. Actual progress shall be recorded by means of actual start and actual finish dates for activities, together with percentage completion and/or remaining duration of currently incomplete activities. Any periods of suspension of an activity should be noted in the updated programme. Each updated programme shall be submitted to the principal agent for acceptance as a record. It is possible due to delays that these updated programmes may show completion later than the contract completion dates. Acceptance by the principal agent of updated indicating completion dates later than contract completion dates, will not constitute acceptance of the delay(s).

The updated programmes will be used by the principal agent to monitor the contractor's performance against the baseline programme, forecast work to be performed in the subsequent period and to assess revisions of the contract completion dates at the time the cause of the delay occurs. In order to provide effective monitoring of performance, the contractor shall also provide the principal agent the progress reports as requested by the principal agent.

C3.6 Annexes

CONTENTS

Annex 1: Monthly Project Labour Report

Annex 2: B-BBEE Sub-contract Expenditure Report

Annex 3: Joint Venture Expenditure Report

Annex 4: Targeted Labour Contract Participation Expenditure Report

Annex 5: Targeted Enterprises Contract Participation Expenditure Report

Annex 6: Environmental Management Specification

Annex 7: Health & Safety Specification

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.
2 Incomplete / incorrect / illegible forms will not be accepted.
3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.
4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406 or email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA
6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers: Training: Reporting Threshold

10 A new worker is one in respect of which a new employment contract is signed in the current month.
11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
12 All formal accredited / non-accredited training that does not form part of on-the-job training
13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

14 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		CONTRACT OR WORKS PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR (Insert last 2 digits)	2	0

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)								
2	0							2	0							

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R											-			

[redacted]

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:	

Year	Month		
		of	

	(8)	(8)	(8)	(9)	(10)			(11)	(12)	(13)
No.	First name	Surname	ID number	Jobseeker Database Reference Number	New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	No of days worked this month (excl. training)	No of training days this month (with stipend)	Rate of pay per day (R – c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
								0	0	R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent Project Manager/ Representative:	Name		Signature	
	Date			

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO. .....

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	

Name of Sub-contractor (list all)	B-BBEE Status Level of Sub-contractor[1]	Total value of Sub-contract (excl. VAT)[1]	Value of Sub-contract work to date (excl. VAT)[1]	Value of Sub-contract w Sub-contractors with a l BBEE Status Level than Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of P*	

[1]Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct: _____ **Date:** _____

Verified by Employer's Agent/ Employer's Agent's Representative: _____ **Date:** _____

ANNEX 3

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR: _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO. .....

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Joint Venture	

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement[1] A	Total value of JV partner's contribution (excl. VAT)[1] B = A% x P*	Value of JV partner's contribution to date (excl. VAT)[1] C	Value of JV partner's con as a percentage of the executed to date D = C/P*x100
JV Partner A		%	R	R	
JV Partner B		%	R	R	
JV Partner C		%	R	R	

[1]Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct: _____ **Date:** _____

Verified by Employer's Agent/ Employer's Agent's Representative: _____ **Date:** _____

ANNEX 4 CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR: _____

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO. .....

Value of the contract (as defined in the Preference Schedule) (P*)	R

Specified Targeted Labour Contract Participation Goal	

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month[1]	Total expenditure on wages in respe targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R
		Total:	R
		Expressed as a percentage of P*	

[1]Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct: _____ **Date** _____

Verified by Employer's Agent/ Employer's Agent's Representative: _____ **Date** _____

ANNEX 5

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR: _____

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO. .....

Value of the contract (as defined in the **Preference Schedule**) (P*)	R

Specified Targeted Enterprises Contract Participation Goal	

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month[1]	Total expenditure (excl. VAT) to targ enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R

[1]Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	

Signatures

Declared by Contractor to be true and correct: _____ **Date** _____

Verified by Employer's Agent/ Employer's Agent's Representative: _____ **Date** _____

CONSTRUCTION PHASE ENVIRONMENTAL MANAGEMENT PLAN

ENVIRONMENTAL MANAGEMENT (SPEC EM)

1 SCOPE

The general principles contained within the SPEC EMA (Specification EMA: Environmental Management (Basic)) shall apply to all construction activities. All construction activities shall observe any relevant environmental legislation and in so doing shall be undertaken in such a manner as to minimise impacts on the natural and social environment.

2 INTERPRETATIONS

2.1 Application

This Specification contains clauses specifically applicable and related to the environmental requirements for the construction of typical subsidised housing projects

Where any discrepancy or difference occurs between this Specification and SPEC EMA, the provision of this Specification shall prevail.

2.2 Definitions

For the purposes of this Specification the following definitions shall apply:

Principal Agent:	refers to the 'Employer's Agent' as defined by the City of Cape Town.
Method statements:	definition provided by the Basic EMP. The Environmental Control Officer (ECO) will be required to assess method statements for potential negative impacts on the environment. In addition, the term "Method Statement" has, for ease of identification, been underlined in the Project Specifications where submissions to the Principal Agent are required by the contractor.
Site:	means any area within the boundaries of the identified housing projects
Working area:	means any area within the boundaries of the Site where construction is taking place.

3 MATERIALS

3.1 Materials handling, use and storage

Materials shall be covered in the event of rain to prevent contaminated run-off from polluting the natural environment. All storage facilities must have fire prevention equipment to prevent a fire from spreading to other facilities and the environment.

The Principal Agent shall be advised of the areas that the Contractor intends to use for the stockpiling of both natural and manufactured materials. No stockpiling shall occur outside of the working area and without the Principal Agent's prior approval of the proposed stockpiling areas. Imported material shall be free of litter and contaminants. The Contractor shall ensure that material is not stockpiled on the sidewalk.

The Contractor shall ensure that all imported sand is free of alien seeds and that it is not taken from alien infested areas.

4 PLANT

4.1 Eating areas

Restricted areas shall be designated for eating purposes on the site. Sufficient refuse bins with lids must be supplied at all eating areas. These bins shall be cleaned at least once on a daily basis. Furthermore, no person will be allowed to feed or leave food for wild animals, including birds.

[redacted]

4.2 *Ablution facilities*

A sufficient number of chemical toilets shall be provided by the Contractor in the construction camp area and at appropriate locations approved by the Principal Agent. Temporary/ portable toilets shall not be located on the M14. The ratio of ablution facilities for workers should not be less than that required by the Construction Regulations of 2014 of the Occupational Health and Safety Act. All temporary/ portable toilets shall be secured to the ground to prevent them from toppling due to wind or any other cause. Chemical toilets on site shall be serviced at least once a week.

4.3 *Solid waste management*

The Contractor shall set up a solid waste control and removal system and a Method Statement is required in this regard. Waste management on site should incorporate reduction, recycling, re-use and disposal of waste where appropriate. Waste and litter shall be disposed of into scavenger- and weatherproof bins. The Contractor shall remove refuse collected from the working areas from Site at least once per week. The Contractor shall make provision for workers to clean up working areas at least once a day.

All builders' rubble and demolition waste generated during the construction phase shall be removed from site upon completion of construction activities to a licensed landfill site at the developers' own cost.

4.4 *Contaminated water*

The Contractor shall prevent the discharge of any pollutants, such as cement, concrete, lime, chemicals, fuel, contaminated water from kitchens and wastewater into any water source, including the artificial wetland area and groundwater.

4.5 *Noise*

Noise will be generated by construction activities such as vehicular movement, hammering and drilling. The Contractor shall take all reasonable measures to minimise noise disturbance as a result of construction activities to the satisfaction of the Principal Agent. These measures must comply with municipal regulations and shall be limited to daylight hours. This would include the fitting of requisite silencers and directional settings of equipment as well as a noise monitoring programme.

4.6 *Stockpiling*

The Contractor shall take into consideration prevailing wind directions when deciding on the location and treatment of material stockpiles.

4.7 *Dust*

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Principal Agent. Removal of vegetation shall be avoided until such time as soil stripping is required and similarly exposed surfaces shall be re-vegetated or stabilised as soon as is practically possible. Appropriate dust suppression measures shall be used when dust suppression is unavoidable, e.g. covering of material loads during transportation and dampening with water, particularly during prolonged periods of dry, windy weather in summer.

4.8 *Fuel (petrol and diesel) and oil*

All safety and fire prevention precautions must be complied with as indicated in the SABS fuel storage standards (SABS 10131) at all fuel storage facilities.

4.9 *Equipment maintenance and storage*

No machine/vehicle will be allowed to run if it is not in use and must be switched off. In addition, a Method Statement shall be submitted and must be approved by the Principal Agent regarding waiting and/or storage areas for vehicles and/or machines.

5 CONSTRUCTION



5.1 *Method Statements*

(a)

The following Method Statements shall be provided by the Contractor 14 days after receipt of the Letter of Acceptance:

- **Layout and preparation of the Contractor's construction camp in the form of plan indicating offices, stores for fuels, vehicle parking, access points, delivery dock/ embayment; equipment cleaning areas and staff toilet placement.**
- **Logistics for the environmental awareness course for the Contractor and all the Contractor's employees.**
- **Method of undertaking earthworks, including spoil management, dust and noise controls.**
- **The Method Statement shall include the following, but not be limited to:**

  a. The location of all emergency equipment.
  b. The individual(s) responsible for the upkeep and maintenance of the emergency equipment.
  c. An indication of how regularly the emergency equipment will be checked to ensure that it is working properly.
  d. Where and how any spill material will be disposed of.
  e. Who shall be notified in the event of an emergency, including contact numbers for the relevant local authority?
  f. The size of spills which the emergency procedures are able to contain.

- **Liquid waste (lubricants): Control and removal of liquid waste from the Site, including the number, type and location of drip trays and/or sheets and liquid waste containers, the manner and frequency with which the liquid waste will be removed from site and the disposal site.**
- **Traffic safety: Location and nature of proposed traffic safety measures.**
- **Cement/concrete batching: Location, layout and preparation of cement/concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water for such areas. An indication shall be given of how concrete spoil will be minimised and cleared.**
- **Maximum number of delivery vehicles (e.g. concrete supply vehicles) that will be allowed on, at or in close proximity to the site at any time.**
- **Fuels and fuel spills: Methods of refuelling vehicles and details of methods for fuel spills and clean-up operations.**
- Sedimentation and Erosion Control: Sedimentation and erosion control of bulk earthworks and the prevention of sedimentation.
- Stormwater management: Provisions to manage stormwater during the construction phase, especially during phases involving bulk earthworks.
- Vegetation clearing and rehabilitation: The areas to be cleared of vegetation to be defined and method/s used to remove material described, including rehabilitation/ revegetation measures to be implemented.

5.2 *Site division and site demarcation*

The Principal Agent shall be advised of the area the Contractor intends using for the Construction Camp. The Contractor shall inform the Principal Agent of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for public using the area. The site camp should be fenced in an appropriate manner determined by the Principal Agent.

The working area shall be limited to that which is necessary to undertake the works.



5.3 *Land use*

All surrounding landowners shall be notified and consulted timeously regarding activity programmes.

5.4 *Environmental awareness training*

All the Contractor's employees and Sub-Contractor's employees and any suppliers' employees that spend more than 1 day a week or four days per month on site, must attend an Environmental Awareness Training course presented by the ECO on behalf of the Contractor, the first of which shall be held within one week of the Commencement Date. Subsequent courses shall be held as and when required.

No more than 20 people shall attend each course and the cost, venue and logistics for this/ these course/s shall be the Contractor's responsibility. Furthermore, a register of all personnel that attends the Environmental Awareness training course must be supplied to the ECO.

The Contractor shall submit a Method Statement detailing the logistics of the environmental awareness training course.

5.5 *Construction personnel information posters*

A3 size construction personnel information posters must be laminated and erected in such a manner that it is easily identifiable and located. The posters shall contain environmental information based on the training course as well as the contact details of the ECO.

5.6 *Site clearance*

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the works. Site clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible. The detail of vegetation clearing shall be subject to the Principal Agent's approval. All cleared vegetation shall either be mulched and mixed into the topsoil stockpiles or disposed of at an approved disposal site. The disposal of vegetation by burying or burning is prohibited

The Contractor shall strip the top material, which includes the top 150 mm of soil and root material of cleared vegetation, within the Working Areas, and this shall be stockpiled separately from subsoil for subsequent use during rehabilitation and revegetation. Top material stockpiles shall not be compacted.

Should fauna be encountered during site clearance, earthworks shall cease until fauna have been safely relocated.

5.7 *Access routes / haul roads*

Access to the Construction camp shall utilise existing roads. Trucks my not be overloaded and all roads used for access during construction activities must be left in an acceptable condition on completion of the project. Any damage during construction should be re-instated by the Contractor.

In order to minimise the impact on traffic flow, roads must be used on a limited basis by heavy construction vehicles during peak traffic periods, i.e. 07:00 – 08:30 and 16:30 – 18:30 with reduced operation time over weekends. A Method Statement shall be submitted with regard to traffic flow management.

Dust control measures such as dampening with water shall be implemented where necessary, as indicated by the Principal Agent.

5.8 *Emergency procedures*

Emergency measures must be in place in the event that a pipe burst or leak does occur. A Method Statement shall be submitted with regard to water related safety measures.

Should significant pollution of the subsoil and surrounding environment be discovered when infrastructure is inspected, the Department of Water and Environmental Affairs (DWEA) (formerly known as the Department of Water Affairs and Forestry)

[redacted]

and the Department of Environmental Affairs and Development Planning must be notified and a strategy to remediate the site must be developed and implemented as a matter of urgency.

5.9 Community relations

The Contractor shall erect information boards containing background information for the construction activity and listing the relevant contact details for complaint. {*The number and location of information boards must be determined when drawing up the tender document*}. In addition, all reasonable measures must be implemented by the Contractor to ensure the safety of people in the surrounding area. If as a result of an emergency situation, the public must be notified. This could be by announcements on the radio and in the press.

Information boards erected on or around the site shall comply with the applicable Local Authority By-Law for the control of outdoor advertising or in the absence of local legislative controls must comply with the South African Manual for Outdoor Advertising Control (SAMOAC).

5.10 Protection of fauna and flora

The Nature and Environmental Conservation Ordinance, 1974 (Ord. 19 of 1974) protects all indigenous plants and wild animals (including reptiles, invertebrates and fish). No person shall be allowed to collect plant material, hunt or trap animals. Offenders can be fined up to R10 000,00 or imprisoned for a period not exceeding two years.

Prior to construction, the site must be surveyed by a botanist to identify indigenous vegetation that must be relocated to an appropriate site or that can be used by the landscape architect. Sensitive species (if any) shall be moved to a suitable nursery and replanted on completion of construction.

The Contractor shall ensure that all imported sand used for bedding material is free of alien seeds and that it is not taken from alien infested riverbeds.

5.11 "No go" areas

Property outside construction site, shall be considered as "no go" areas. The working area shall be demarcated in an appropriate manner determined by the Principal Agent.

No equipment associated with earthworks shall be allowed outside the site and defined access routes, or within "no go" areas, unless expressly permitted by the Principal Agent.

Construction areas must be cordoned off and clearly demarcated as a "no go" area to members of the public.

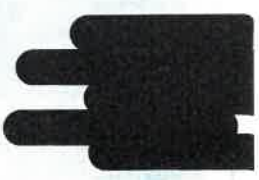
"No go" areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centres with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of the Contract and ensure that the danger tape does not become dislodged.

A Method Statement shall be developed and submitted to the ECO for approval regarding restriction and demarcation of access to "no-go" areas.

5.12 Protection of archaeological and palaeontological remains

The Contractor shall contact the Heritage Authorities (Heritage Western Cape or SAHRA) immediately should heritage material be unearthed. Reasonable precautions shall be taken to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of heritage importance discovered on the site immediately upon discovery thereof and before removal.

5.13 Safety and security



Apart from security guards no construction workers are allowed to remain on site after working hours. The movement of construction workers outside designated working areas shall not be permitted. Furthermore, the Contractor must keep a register of all construction staff.

Contractors shall transport construction workers to and from site on a daily basis. The construction workers may not be paid at the construction site.

Public access to the site will be managed and controlled so as to limit safety concerns to the public as a result of the construction activities, as well as to minimise impact of the public on the construction. Warning signs at the entrance and construction area must be clear and easy accessible.

5.14 Erosion and Sedimentation Control

During construction the Contractor shall protect areas susceptible to erosion by installing necessary temporary and permanent drainage works, away from natural indigenous vegetation, as soon as possible and by taking other measures necessary to prevent the surface water from being concentrated in streams and from scouring the slopes, banks or other areas.

A Method Statement shall be developed and submitted to the Principal Agent to deal with erosion issues prior to bulk earthworks operations commencing.

5.15 Temporary site closure

If the site is closed for a period exceeding one week, the contractor, in consultation with the Principal Agent shall carry out the following checklist procedure.

(i) Hazardous materials stores

- Outlet secure/ locked
- Bund empty (where applicable)
- Fire extinguishers serviced and accessible
- Secure area from accidental damage e.g. vehicle collision
- Emergency and contact details displayed
- Adequate ventilation

(ii) Safety

- All trenches and manholes secured
- Fencing and barriers in place as per the Occupational Health and Safety Act (No 85 of 1193)
- Emergency and Management contact details displayed
- Stockpiles wedged/ secured

(iii) Erosion

- Wind and dust mitigation in place
- Slopes and stockpiles at stable angle
- Revegetated areas watering schedules and supply secured

(iv) Water contamination and pollution

- Cement and materials stores secured
- Toilets empty and secured
- Refuse bins empty and secured
- Drip trays empty and secure (where possible)
- Structures vulnerable to high winds secure.

5.16 Site closure and rehabilitation

Any areas that the Principal Agent believes may have been impacted upon or disturbed shall be rehabilitated to the satisfaction of the Principal Agent and ECO, which includes all areas where top material has been stripped. Once construction is complete the Contractor shall clear everything from the Site not forming part of the Permanent Works. The area to be rehabilitated shall first be landscaped to match the topography of the surrounding area. Only indigenous vegetation that occurs naturally in the area shall be used for rehabilitation purposes.

[redacted]

The Contractor may not use herbicides, pesticides, fertilisers or other poisonous substances for the rehabilitation process unless otherwise agreed to by the Principal Agent and ECO.

All rehabilitated areas shall be considered "no go" areas and the Contractor shall ensure that none of his staff or equipment enters these areas.

The Contractor shall undertake to remove all alien vegetation re-establishing on the area and shall implement the necessary temporary or permanent measures to combat soil erosion.

In addition, the Contractor must adhere to the following specifications:

- All construction camp structure must be removed from site;
- Any spills (i.e. oil and paint) that have occurred in the construction camp site, must be cleaned up;
- Hardened surfaces in the construction camp site must be ripped and covered with top soil;
- All imported material, waste and rubble must be removed and disposed of at the appropriate waste sites;
- Residual stockpiles and building material must be removed from the site; and
- All temporary roads must be closed and rehabilitated to the specifications of the ECO and Principal Agent.

6 ENVIRONMENTAL CONTROL OFFICER

Prior to the commencement of construction an independent suitably qualified and experienced ECO shall be appointed by the proponent to ensure that the mitigation rehabilitation measures and recommendations referred to in the Environmental Authorisation are implemented and to ensure compliance with the provisions of the EMP.

The ECO will have the authority, limited to emergency situations, to stop construction activities if he is of the opinion that serious harm or impact on the environment is imminent, likely to occur or has occurred and that the potential harm or impact is an infringement to this EMP. The ECO must inform the Principal Agent and/ or Contractor of this decision as soon as practically possible should he deem it necessary to stop construction activities.

Level of competency

The ECO must be an independent, qualified consultant with appropriate experience and knowledge in the environmental field.

Roles and responsibilities

The role of the ECO is to audit and monitor adherence to and implementation of the construction phase EMP, which includes compliance with the relevant conditions contained in the Environmental Authorisation. This includes the following responsibilities:

The roles and responsibilities of the ECO include:

- Ensure compliance by contractor and sub -contractors with the EMP and associated Method Statements;
- Undertake regular site inspections and photographic monitoring before, during and after the commencement of construction activities;
- Work in close co-operation with the Reserve Manager where possible.
- Record environmental incidents (spills, impacts, legal transgressions etc.) and recommend appropriate mitigation measures or remedial action;
- Complete monthly compliance reports to ensure that the system for implementing the EMP is operating effectively;
- Review and approval of required Method Statements;
- Documentation of variations to the EMP/Method Statements and non-compliances and corrective action; and
- Provide appropriate environmental training.

Site visits and reporting

The ECO shall visit the site a minimum of once a week. More frequent visits may be required if the situation requires it. In addition, photographic monitoring must be undertaken at least once a month.



Monthly compliance reports shall be submitted to the Principal Agent and the proponent and distributed as desired. The compliance report shall be based on the requirements of the EMP and the project specifications as well as other issues of compliance in terms of the Environmental Authorisation. In addition it shall include all components of the authorisation including:

- Design of manner in which stormwater drains, including litter traps and energy dissipation measures;
- Traffic management; and
- Design and implementation of water saving and energy saving devices within all components of the development.

7 TOLERANCES

The ECO may recommend the Principal Agent to temporarily suspend construction activities or remove a Contractor's representative or any employee(s), should the Contractor or any of his employees not comply with this CEMP or show adequate consideration to environmental aspects. In addition, no time extensions will be approved in the case of a suspension and the Contractor will be liable to all resulting costs.

7.1 Fines

The Principal Agent will have the authority to impose spot fines on the Contractor and/ or any of his employees should they not comply with the requirements of this EMP.

Fines

Fines will be issued for the transgressions listed below. Fines may be issued per incident at the discretion of the Principal Agent. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the Environmental Specifications. The Principal Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Fines for the activities detailed below, will be imposed by the Principal Agent on the Contractor and/or his Sub-contractors.

A	Any persons, vehicles, plant, or other equipment or materials related to the Contractors operations within the designated boundaries of a "no-go" area	R20,000
B	Any vehicle driving in excess of designated speed limits	R500
C	Any vehicle and items of plant or materials being parked or stored outside the demarcated boundaries of the site	R2,000
C	Persons walking outside the demarcated boundaries of the site	R500
E	Persistent and un-repaired oil leaks from machinery. The use of inappropriate methods of refuelling such as the use of a funnel rather than a pump	R2,000
F	Litter on site	R2,000
G	Deliberate lighting of illegal fires on site	R10,000
H	The eating of meals on site outside the defined eating area. Individuals not making use of the site ablution facilities	R1,000
I	Dust or excess noise on or emanating from site	R2,000
J	Any person, vehicle, item of plant related to the Contractors operations causing a public nuisance	R1,000
K	Any other contravention of the EMP or Project Specifications identified	R2,000

For each subsequent similar offence the fine may, at the discretion of the Principal Agent, be doubled in value to a maximum value of R50,000.

Penalties

1. Where the Contractor inflicts non-repairable damage upon the environment or fails to comply with any of the environmental specifications, he shall be liable to pay a penalty fine over and above any other contractual consequence. *{In terms of the Conventional Penalties Act (1962) a creditor is not entitled to recover both the penalty and damages. Accordingly, were a Contractor causes damage, the Employer can either enforce a penalty or make the Contractor make good the damage, but not both.}*.
2. The Contractor is deemed NOT to have complied with this Specification if:

a. within the boundaries of the site, site extensions and haul / access roads there is evidence of contravention of the Specification;
b. environmental damage ensues due to negligence;
c. the Contractor fails to comply with corrective or other instructions issued by the Principal Agent with in a specific time; and/ or
d. the Contractor fails to respond adequately to complaints from the public.

3. Payment of any fines in terms of the contract shall not absolve the offender from being liable from prosecution in terms of any law.
4. The following penalties are suggested for transgressions:

a.	Erosion	A penalty equivalent in value to the cost of rehabilitation plus 20%
b.	Oil spills	A penalty equivalent in value to the cost of clean-up operation plus 20%
c.	Effluent and hazardous material spills	A penalty equivalent in value to the cost of the clean-up operation plus 20%

8 TESTING

Void

9 MEASUREMENT AND PAYMENT

9.1 The environmental awareness training course

The organisation and attendance of the education course will be measured as a sum. The tender sum shall cover the time cost of all personnel attending the course, the provision of the venue and for any other operation necessary to comply with the requirements of the environmental awareness courses to the satisfaction of the Principal Agent.

9.2 All other requirements of the environmental management specification

All other work not measured elsewhere, associated with complying with any requirement of the environmental management programme shall be measured as a sum.



[redacted]

ENVIRONMENTAL MANAGEMENT PLAN

APPOINTMENT OF PANEL OF HOME BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GOVERNMENT SUBSIDISED HOUSING DEVELOPMENTS

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1. SCOPE

The scope of this document is to give guidelines, to all personnel executing the project, regarding the environmental conditions, standards and legislative requirements that must be adhered to. This document shall be included as part of the contract and supplementary to the client's specifications for the contract.

The Environmental Management Programme (hereafter referred to as EMP) will thus be part of the enquiry document to make the recommendations and constraints, as set out in this document, enforceable under the general conditions of contract.

The EMP has a long-term objective to ensure that:

1) Environmental management considerations are implemented from the design phase of the project,

2) (.....) is able to and shall include any costs of compliance with this EMP into the tender price

3) Precautions against environmental damage and claims arising from such damage are taken timeously, and

4) The completion date of the contract is not delayed due to environmental problems with the client, staff, communities or regulatory authorities arising during the course of the project execution,

The Project Manager and (.....) must take into consideration that this EMP will be implemented and amended as required for the duration of the contract. The management of the environment changes over time and therefore the document shall be updated regularly to ensure environmental management is implemented during all phases of a project.

2. INTRODUCTION

The construction can have an impact on the environment. It is thus imperative that all precautions are taken to ensure that environmental damage is minimised. This will take a concerted effort from the Client and (.....), and detailed planning is of the utmost importance.

The Environmental Control Officer (ECO) on site shall, in conjunction with (.....), ensure that all site staff is informed of the details of this document.

Good relations with the client / legal occupier need to be established and sustained. This will help in the solving of problems and the prevention thereof. Lines of communication should always be open to ensure proper and timeous reaction to complaints. The reputation of both the (.....) and the Client is at stake and should be the drive for everybody involved to perform in excellence.

Client requires a commitment from [redacted] on the following issues:

1. Take into consideration the legal rights of the client and client's staff.
2. Always behave professionally on and off site.
3. Ensure quality in all work done, technical and environmental.
4. Resolve problems and claims arising from damage immediately to ensure a smooth flow of operations.
5. To underwrite client's environmental policy at all times.
6. To use this environmental management programme for the benefit of all involved.
7. To preserve the natural environment by limiting any destructive actions on site.

Workshop areas shall be monitored for oil and fuel spills and such spills shall be cleaned and re-mediated to the satisfaction of the ECO. **To this end a method statement will be submitted by [redacted] to show procedures for dealing with possible emergencies that can occur, such as fire and accidental leaks and spillages.** (.....) staff shall be in possession of an emergency spill kit that must be complete and available at all times on site.

The following shall apply:

- Smaller spills can be treated on site.
- All spills of hazardous substances must be reported to the appointed eco.

3.5. STORAGE AREAS OF HAZARDOUS SUBSTANCES (all projects)

All hazardous substances shall be stored in suitable containers and storage areas shall be bounded. This includes all carbon substances like fuel and oil as well as herbicides and battery acid. Areas shall be monitored for spills and any spills shall be contained, cleaned and rehabilitated immediately. Any leakage containers shall be repaired or removed from site. (See above for actions after spills)

Containers shall be clearly marked to indicate contents as well as safety requirements, **(.....) shall supple a method statement for the storage of hazardous materials.**

4. PHYSICAL ISSUES AND THEIR CONTROL

4.1. CONSTRUCTION RUBBLE DISPOSAL (all projects)

(.....) shall dispose of all excess material on site in an appropriate manner and at a registered landfill. All packaging material shall be removed from site and disposed of and not burned on site. A negotiated landfill may be used but when it is closed up, the rubble shall be compacted and there shall be at least 1m of soil covering the waste material. No landfill may be used without the consent from the client. No non-biodegradable materials shall be disposed of in any unregistered waste site.

- Minimize damage to private property

4.2.2. Measurable targets

- No veldt fires started by (.....) work force
- No claims from Beneficiaries for damages due to veldt fires
- No litigation

4.3. NOISE CONTROL (all projects)

Noise will not be controlled at all locations, but only at those locations where it becomes a nuisance to adjacent residents or sensitive environments or where it becomes a hazard to those working in the immediate environment. The following are activities that have been identified for this project that are noise generating activities:

- Starting and Operating of Vehicles on site
- Using tools
- Use of Compactors

Noise from the above sources will be controlled in the following ways:

- Regular Maintenance of equipment
- Toolbox awareness talks to employees
- Less than 70db ; No hearing protection is required
- 70db – 85db ; Hearing protection (ear plugs) is compulsory
- 86db – 105bd ; Hearing protection (ear muffs) is compulsory
- 106db < ; Double hearing protection (ear plugs and ear muffs) is required.

4.3.1. Management objectives

- Prevention of noise pollution

or a competent Horticulturist. Rehabilitation shall be concluded only after approval from the ECO.

4.5.1. Management objective

- Minimize damage to topsoil and environment
- Successful rehabilitation of all damaged areas
- Prevention of erosion

4.5.2. Measurable targets

- No loss of topsoil due to construction activities
- All disturbed areas successfully rehabilitated within one year of completion of the contract

4.6. MATERIAL STORAGE AREAS (All projects)

All material will be stored safety in containers and locked.

4.6.1. Management objectives

- Minimize disturbance of topsoil
- Successful rehabilitation of disturbed areas

4.6.2. Measurable targets

- No remaining disturbance to vegetation outside the construction area
- No loss of topsoil
- All disturbed areas successfully rehabilitated one year after completion of the contract

4.7. BATCHING PLANTS (new sites and extensions)

- No litigation due to environmental pollution

4.9 HANDLING OF HAZARDOUS CHEMICAL SUBSTANCE

- All hazardous substances shall be identified and stored in a well-ventilated bundled area that is locked with a padlock.
- The Environmental Officer shall be appointed as the Hazardous Substance Controller (see sample appointment letter). **A method statement shall be established for the Handling and Control of Hazardous Substances.**
- All HCS shall be accompanied by its MSDS before it is brought to site.
- All HCS brought to site shall be declared to the client.
- (.....)shall provide all employees working with HCS with the appropriate PPE.
- All HCS waste shall be kept in a closed skip bin provided by a registered company. The disposal of hazardous waste shall be done by registered company that shall provide (.....) with a safe disposal certificate (see sample certificate).
- A monthly HCS checklist shall be completed by the EO (see sample document attached)

4.9.1. Management objectives

- Reduce the environmental risks of the use of HCS on site
- Reduce the risk of injury due to HCS

4.9.2. Measurable targets

- No incidents
- Complete compliance

5. SOCIAL ISSUES AND THEIR CONTROL

5.1. SANITATION (all projects)

- Maintain good relations with affected parties

5.2.2. Measurable targets

- No delays in the project due to interference from affected parties

5.3. LITTERING CONTROL (All projects)

Littering by the employees of (.....) shall not be allowed under circumstances. The ECO shall monitor the neatness of the work sites as well as (.....) Campsite (Also See 3.3).

5.3.1. Management objectives

- Neat workplace and site

5.3.2. Measurable targets

- No complaints from affected parties

5.4 DUST CONTROL (new sites and extensions)

(.....) shall be responsible to control dust on site to ensure no nuisance is caused. Any complaints or claims emanating from the lack of dust control shall be attended to immediately by (.....).

The following are activities that result in dust generation:

- Vehicles passing over gravel roads and dirt tracks
- Topsoil and subsoil stockpiles
- Material stockpiles
- Foundation excavations
- Material deliveries

5.4.1. Management objectives

- Site works does not cause a nuisance to other people in the area

6.1.2. Measurable targets

- No litigation due to removal of vegetation without the necessary permits

6.2. BUSH CLEARING

(.....) Projects shall ensure that bush clearing is conducted in a controlled manner. The EMP of the project shall be consulted and understood by (.....) Environmental Officer and the Client ECO and Supervisors before the commencement of work.

6.2.1. Management objectives

- Minimal disturbance to vegetation where such vegetation does not interfere with construction.
- Prevention of litigation concerning removal of vegetation

6.2.2. Measurable targets

- No litigation due to removal of vegetation without the necessary permits

6.3. ALIEN VEGETATION

(.....) shall ensure that Alien Vegetation is identified and controlled throughout the duration of the project.The EMP of the project shall be consulted and understood by (.....) Environmental Officer and the Client ECO and Supervisors before the commencement of work.

6.3.1. Management objectives

- Minimal disturbance to vegetation where such vegetation does not interfere with construction of the housing
- Prevention of litigation concerning removal of vegetation

6.3.2. Measurable targets

- No litigation due to removal of vegetation without the necessary permits

7.3. HERITAGE SITES (New sites and extensions)

(.....) Shall ensure that the mitigation of existing and possible heritage sites is conducted in a Safe and controlled manner, to clients and contractual requirements utilizing only approved equipment.

The contractor ECO shall survey of the area of construction with the EO appointed to the project. The relevant documents including a list of existing identified heritage sites will be available and will be used during this survey. A copy of the Heritage Impact Assessment of the project will be used.

7.3.1. Management Objectives

- The control of access and/ or damage to identified heritage sites
- Ensuring compliance to all legal requirements

7.3.2. Measurable Targets

- No unplanned disruption of services
- No damage to any heritage sites
- No complaints from Authorities, Beneficiaries and Communities regarding disruption of services
- No litigation due to losses.

8. ACCESS CONTROL

8.1. CONTROL MEASURES

(.....) shall ensure that accesses to all areas are adequately controlled. Controls shall be in the following ways:

- Access are locked with padlock
- Barricading
- Visible security

9. POSSIBLE SOLUTIONS TO FORESEEN PROBLEMS (new sites and extensions)

- Proper liaison between client, (.....) and affected parties regarding dos and don'ts.
- The beneficiaries shall be informed of the starting date of construction as well as the phases in which the construction shall take place.
- (.....) shall adhere to all conditions of contract including the Environmental Management Programme.
- Environmental awareness training shall be given to all site staff regarding the conditions of the EMP.
- Proper planning of the construction process to allow for disruptions due to rain and very wet conditions.
- All manmade structures shall be protected against damage at all times and any damage shall be rectified immediately.
- (.....) shall ensure that all damaged areas are rehabilitated to the satisfaction of client and each and every affected party and that outstanding claims are settled.
- Proper site management and regular monitoring of site works.
- Proper documentation and record keeping of all complaints and actions taken.
- Regular site inspections and good control over the construction process throughout the construction period.
- A positive attitude towards implementing environmental management by all site personnel.

10. SITE SPECIFIC PROBLEM AREAS (NEW SITES AND EXTENSIONS)

The areas for storage of equipment and material will be shown to (.....) by the client. If there is no water on site, (.....)must supply their own drinking water and water for construction purposes. (.....)shall supply chemical toilets if there are any problems with the water supply.

12. COMMUNICATION

12.1 INTERNAL

(.....) shall have channels of communication are established to ensure that environmental issues are addressed by the correct and most competent person.

Internal communication shall be in the form of:

- Toolbox talks
- Formal Meetings (Management Reviews, SHE Meetings, Formal Investigation, etc.)
- Formal Reports
- Induction
- General awareness programs

12.2. COMMUNICATIONS TO THE CLIENT AND ECO

Standard client site documentation shall be used to keep records on site. All documents shall be kept on site and be available for monitoring purposes. Site inspections by an ECO may require access to this documentation for auditing purposes. The documentation shall be signed by all parties to ensure that such documents are legal. Regular monitoring of site works by the ECO is imperative to ensure that all problems encountered are solved punctually and amicably. When the ECO is not available, the site supervisor shall keep abreast of all works to ensure no problems arise.

The following must be reported on a weekly basis by the eco:

1. Complaints received from affected parties and actions taken.
2. Environmental incidents, such as concrete spills, etc. and actions taken.
3. Incidents possibly leading to litigation and legal contraventions.
4. Environmental damage that needs specialised rehabilitation measures to be taken.

The following documentation shall be kept on site by the ECO

- Site daily dairy.

- Identify, have access and understand applicable requirements
- Set objectives
- Achieve compliance
- Ensuring competent personnel is appointed and the consequences for none performing.
- Evaluation of compliance
- Identify non compliances or non conformances (and foreseeable potential) and take prompt action
- Manage and maintain records
- Consider changes in legal requirements

15. EVALUATION OF COMPLAINCE

(.....) shall evaluate its compliance with legal requirements that are applicable to its environmental aspects as part of its commitment to compliance.

The method of evaluating compliance shall be as follows:

- Audits
- Document Review
- Daily inspections
- Monthly reports (see Annexure D3 of sample monthly environmental report)
- Rest results or verification testing

Records of all evaluation methods shall be kept.

15.2. Management Objectives

- The ensure compliance
- To improve on environmental issues

15.3. Measurable Targets

- No findings
- No incidents

- Environmental Impact Report.
- Client Environmental Policy,
- Client Environmental Management Procedure,
- Client Guidelines for Herbicide Use
- Record of Decision
- Standard for management
- Environmental Incident Investigation Process,

Appendix A:

AGREEMENT TO BE SIGNED BY (.....) AND CLIENT PROJECT MANAGER

CONTRACT NAME: _____

CONTRACT NUMBER: _____

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:..... **DATE:**.....

PROPOSED ACTIVITY (give title of method statement and reference number from the EMP):

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the works - attach extra information to ensure accurate description given):

WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:	End Date:

[redacted]

HOW THE WORKS ARE TO BE UNDERTAKEN (provide as much detail as possible, including annotated sketches and plans where possible):

Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant

[redacted]

DECLARATIONS

1) PRINCIPAL AGENT'S REPRESENTATIVE/ENVIRONMENTAL OFFICER/ENVIRONMENTAL CONTROL OFFICER

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

_____ _____

(signed) (print name)

Dated: _____

.) CONTRACTOR

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Principal Agent's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

_____ _____

(signed) (print name)

Dated: _____

3) PRINCIPAL AGENT

The works described in this Method Statement are approved.

_____ _____ _____

(signed) (print name) (designation)

Dated: _____



ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

To be submitted to the Principal Agent once a week

CONTRACT:..... DATE:.....

ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
• All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
• Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
• Sufficient and appropriate fire fighting equipment is visible and readily available in the appropriate places.		
• Waste control and removal system is being maintained.		
• Fences are being maintained.		
• Drip trays are being utilised where there is a risk of spillage.		
• Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
• No leaks are visible from construction vehicles.		
• Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
• "No go" areas, natural features, vegetation, etc. have not been damaged.		
• Dust control measures (if necessary) are in place and are effectively controlling dust.		
• Noise control measures (if necessary) are in place and are working effectively.		
• Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.		
• Material stockpiles are located within the boundary of the Site and are protected from erosion.		
• Other		

Completed by:..... Signed:.....

ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS

Workers & equipment must stay inside the site boundaries at all times

Do not swim in or drink from streams
Do not throw oil, petrol, diesel, concrete or rubbish in the stream
Do not work in the stream without direct instruction
Do not damage the banks or vegetation of the stream

Protect animals on the site
Ask your supervisor or Contract's Manager to remove animals found on site

Do not damage or cut down any trees or plants without permission
Do not pick flowers

Put cigarette butts in a rubbish bin
Do not smoke near gas, paints or petrol
Do not light any fires without permission
Know the positions of fire fighting equipment
Report all fires
Do not burn rubbish or vegetation without permission

Work with petrol, oil & diesel in areas marked for this
Report any petrol, oil & diesel leaks or spills
Use a drip tray under vehicles & machinery
Empty drip trays after rain & do not throw this water into a river

Try to avoid producing dust - wet dry ground & soil

Do not make loud noises around the site, especially near schools and homes
Report or repair noisy vehicles

Use the toilets provided
Report full or leaking toilets

Only eat in demarcated eating areas
Never eat near a river or stream
Put packaging & leftover food into rubbish bins

Do not litter - put all rubbish (especially cement bags) into the bins provided
Report full bins to your supervisor
The responsible person should empty bins regularly

Always keep to the speed limit
Drivers - check & report leaks
Ensure loads are secure & do not spill

Know all the emergency phone numbers

Fines of between R1000 and R5000
Removal from site
Construction may be stopped

Report any breaks, floods, fires, leaks and injuries to your supervisor
Ask questions!

Annex 7: Health & Safety Specification

1. INTRODUCTION

1.1 Introduction to the Health and Safety Specification

The Construction Regulations (7 February 2014) places the responsibility on the Client to prepare a Health & Safety Specification, which informs the appointed contractor on all the risks not successfully eliminated during design.

1.2 Purpose of the Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations ((7 February 2014) in order to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction Health & Safety Plan by the Principal Contractor and all subsequent Health & Safety Plans by Contractors.

The Health and Safety Specification sets out the intention of the Client, Designer and Appointed OHS Agent. It also includes arrangements made to ensure that the parties involved in the project co-operate and co-ordinate their activities, to remove or minimise the risks to health and safety of those who are involved in the construction project, or who may be affected by the work activities.

This document sets out the requirements, under a number of pieces of Health and Safety Legislation, for the successful health and safety management of the Project by the Principal Contractor in accordance with the requirements set out in this Health and Safety Specification. The Principal Contractor will be expected to integrate their own health and safety policy and arrange documents into this plan.

The format is in line with the requirements of Regulation 7.1(a) of the Construction Regulations 2014, GNR 84, for a health and safety plan to be further developed before the commencement of construction.

1.3 Implementation of the Health and Safety Specification

This specification forms an integral part of the project, and the Principal Contractor is required to use it when drawing up their project-specific construction Health & Safety Plan. The Principal Contractor shall forward a copy or the applicable part of this specification to all Contractors, so that they can in turn prepare Health & Safety plans relating to their works.

1.4 Definitions

- ***"Client"*** means any person for whom construction work is performed.

- ***"Competent Person"*** means a person who-
  (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training: and
  (b) Is familiar with the Act and with the applicable regulations made under the Act.

- ***"Contractors"*** means an employer who performs construction work and includes Principal Contractors.

- **"Construction Manager"** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site.

- **"Construction Supervisor"** means a competent person responsible for supervising construction activities on a construction site.

- **"Construction Permit"** means a document issued in terms of regulation 3.

- ***"Designer"*** means any of the following persons –

  (i) A person who prepares a design;
  (ii) A person who checks and approves a design;
  (iii) A person who arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
  (iv) An architect or engineer contributing to, or having overall responsibility for the design;
  (v) Building services engineer designing details for fixed plant;
  (vi) Surveyor specifying articles or drawing up specifications;
  (vii) Contractor carrying out design works as part of a design and build project;
  (viii) Temporary works engineer designing formwork and false work; and
  (ix) Interior designer, shop-fitter and landscape architect.

- **"Health and Safety File"** means a file, or other record containing the information in writing required by these Regulations.

- **"Health and Safety Plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification.

- **"Health and Safety Specification"** means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements and related to construction work.

- ***"Principal Contractor"*** means an employer, as defined in Section1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of the construction site.

2. HEALTH AND SAFETY SPECIFICATION

2.1Project Details:

Client:	City Of Cape Town
Project name/number :	
Project Address :	
Construction Duration :	
Nominated OHS Agent :	
Contact :	
Department of Labour's Local Office :	
The Development Brief:	

2.2 General Project Information Sheet

Development:

The work comprises of the construction of a subsidised houses which are situated in a residential area.

All other works to be included on final revisions of scopes and plans.

2.3 Health and Safety Aims

The aim of this Health and Safety Specification is to ensure that health and safety management will be planned into the work undertaken by the Principal Contractor on this specific project to achieve the following:

- To put into practical effect the commitment made by the Principal Contractor in their own health and safety policy statement;
- To ensure that, where necessary, the changes in attitude of all those involved with the project take place. The result should be the acceptance of responsibility, towards the health and safety objectives;
- To develop further good health and safety management practices on this contract and future contracts undertaken by the City Of Cape Town. To ensure that high standards of health and safety performance are achieved in:

a) Co-operation with the safety Officer and other contractors involved on the project.
b) Reducing accidents, ill health and injury to persons and damage to property, when undertaking work on the project.

2.4 Health and Safety Targets

The following health and safety targets have been set for achievement during the period of this project.

- The achievement, by the Principal Contractor, of an accident-free project, as far as possible, with the prevention of all accidents, and the achievement of a "no lost time" accident rate.
- The workforce's co-operation in ensuring that safety is everybody's responsibility.
- A proactive approach to health and safety by the construction management team.
- That safe working will be a condition of employment in all contractors' organisations.

2.5 Responsibilities

The Client

Will be responsible to apply for the Construction Work Permit 30 days before work commence and they will receive a site specific number before work can commence on site.

The Health and Safety Officer, on behalf of the Client is responsible for implementing the Client's requirements for health and safety on the project. The Client will ensure adequate information is available to all parties, to ensure they can perform their duties under the requirements of this document and relevant statutory legislation.

The Client has appointed competent Designers and a competent Principal Contractor to manage health and safety on this project.

Client's OHS Agent

TBA is the appointed OHS Agents for the project. They are responsible for representing the Client who is the City Of Cape Town on the project and for co-ordinating the Design Team, with reference to the design risk assessment processes.

The Client's Design Team

The Design Team is: TBA

The Design Team is responsible for:

- Design principles and design assumptions for the structures where the knowledge of these principles or assumptions is necessary for the safety of those who will work on or in the structure (meaning all "elements" e.g. structures, etc.). For example, these must identify any states of instability during erection including any suggested methods or sequence of assembly. Where assumptions have been made then appropriate control measures may need to be included here, as information for those who will plan the work.
- Arrangements for the co-ordination of on-going design work and handling design changes (design changes arising from whatever causes, for example: Client changes, Designer changes, Contractor changes, on-site circumstances causing variations, etc).
- Significant (including unusual or difficult to manage) Health and Safety hazards or risks identified during design (that it has not been possible to eliminate by design).
- Specified materials or substances with associated significant Health and Safety hazards requiring particular precautions. (This would particularly include fire hazards.)
- Specific risks or difficult to manage issues inherent in the design where the Principal Contractor (or the Contractor) will be required to state how they will avoid or control them.
- Weights and centre of gravity of unusual or significant elements intended (or likely) to be lifted into position. Examples of significant hazards where Designers always need to provide information include:

a) Hazardous or flammable substances specified in the design, e.g. fungicidal paints, or those containing isocyanides;
b) Features of the design and sequences of assembly or disassembly that are crucial to safe working;
c) Specific problems and possible solutions, for example: arrangements to enable the removal of a large item of plant from a work area / building;
d) Structures that create problems;
e) Heavy or awkward prefabricated elements likely to create risks in handling.

- The designer must also conduct a final inspection and issue a certificate of successful completion.

Principal Contractor

The Principal Contractor appointed for the project will take the Health and Safety specification and develop a health and safety plan for approval.

The detailed Health and Safety plan will set out clearly the Principal Contractor's management systems for managing health and safety on the contract in accordance the health and safety requirements set out in this document, the designer's risk information and any relevant health and safety legislation.

The Health and Safety plan will be kept up to date by the Principal Contractor to include other contractors' risk control management information. The Principal Contractor will co-operate in all aspects of complying with the duties laid upon them by the Construction Regulations (7 February 2014).

All comments contained in this section require specific measures to be incorporated into the construction health and safety plan. The Principal Contractor must not allow work to commence on site before an adequate construction health and safety plan is developed and approved.

The plan must contain the method statements and procedures for the project, before works starts on site. Further risk assessments and method statements must be carried out where the works may change, due to design changes.

The construction phase health and safety plan, developed by the Principal Contractor must also take into account current health and safety legislation and associated codes of practice. The Principal Contractor **MUST** appoint a Construction Manager as per the Construction Regulations (7 February 2014)

I. Procedures are required to cover the following:

- Arrangements for emergency electrical, fire and first aid facilities.
- Arrangements for dealing with emergency situations, underground services.
- Selection and maintenance of plant and equipment.
- Selection of competent contractors.

II. The following method statements and procedures MUST be available before work starts on site:

- Establishment of site welfare, first aid and emergency procedures (fire and security, etc.).
- Arrangements for emergency service vehicles access.
- Public protection arrangements.
- Protection to underground services.

III. Immediate details expected of the Principal Contractor

Site Staff:
Site Operatives:
Sub-Contractors:
Specialist Contractors:
Site Plant:



Contractors

Each contractor will be required to co-operate with the Principal Contractor and provide information on method statements, etc. for inclusion in the Health and Safety plan prepared by the Principal Contractor. In addition, each contractor will comply with the site rules and any reasonable instructions formulated by the Principal Contractor, in accordance with current relevant health and safety legislation.
Contractors will provide adequate information to the Principal Contractor who in turn will supply this information at monthly intervals.

2.7 Project Overview

2.5.1 Site Details: TBA

2.5.2 Advice to Client

- You are advised to promptly provide the Principal Contractor and his / her Agent with any information which might affect the Health and Safety of any person at work, carrying out construction work, for example: existing services below, other surveys available, pertaining to this site which may affect the works.
- Requirements to maintain access for emergency service vehicles.

Appoint a competent and well-resourced Principal Contractor for the construction works.

- If an OHS Agent is appointed the Client is responsible for assuring that they have the necessary competency and resource levels for the project.

2.5.3 Construction Materials

Common materials and substances used during construction may present health and safety hazards requiring the contractor to carry out other risk assessments.

Contractors should be aware of their duties under current regulations to identify hazardous materials or activities and undertake adequate assessment and implement the required control measures (i.e. Duty of Care).

Safety method statements and the provision of job safety instructions (for operatives) is an essential outcome of their risk assessment process.

2.5.4 Risk Assessments

As per annexure "A"
Hazard and risk assessment register, annexure "B"

2.5.5 Site Wide Elements

[redacted]

Your Construction Health and Safety Plan should include details of the following:

2.5.5.1 The positioning of the site access and egress points to ensure that any nuisance or risk to the adjacent properties is minimised and controlled.

2.5.5.2 The location of temporary site accommodation to ensure that adjacent sensitive properties are not subjected to any nuisance arising from the use of the facilities.

2.5.5.3 The location of unloading, layout and storage areas to reduce and minimise excessive manual handling of construction materials, damage to adjacent property and the security of the plant, equipment and materials.

2.5.5.4 to ensure adequate protection for employees, public footpath and road users. The use of suitable barriers, signs and the appointment of a signaller should be adopted to provide the required level of protection. The site must be enclosed by a ring fence / barrier system.

2.5.5.5 The arrangements for the reception of prospective visitors.

2.5.5.6 **A method statement must be obtained from the Structural Engineer when demolishing.**

2.5.6 Reference and Related Procedures

- The Occupational Health and Safety Act (No. 85 of 1993)
- The Construction Regulations (7 February 2014)
- All other relevant Health and Safety Legislation

2.8 Organisational Arrangements

2.6.1 Site Rules

The Principal Contractor's organisational arrangements for health and safety on the project must include that of other contractors involved.

Site rules must be developed by the Principal Contractor to ensure that the restrictions, outlined in this Health and Safety Specification, are met. In particular, arrangements and site rules must be developed to ensure that construction works do no put at risk the health and safety of the general public.

Generally, your health and safety policy and construction health and safety plan will be to specify site rules such as the wearing of personal protective equipment and no drinking or drugs, etc. on site.

2.6.2 Security

- Do not allow any person to climb over, get through or under any fence.
- Do not allow your employees to visit or trespass on any part of the premises other than their place of work.
- Do not allow your employees to remove from the premises anything, including your equipment and employee's own tools.
- Do not allow your employees to use short cuts through properties.
- Do not take fire arms or liquor onto the premises.
- Do not discuss your observations regarding plant layout, products stored, etc. with any outsiders about the City Of Cape Town.



- Be aware that you are responsible for the safe keeping, distribution and return on completion of the contract of all the City Of Cape Town issued drawings and technical information.
- Ensure that your workforce displays, and returns at the end of the day, the temporary work permits issued by the responsible person.

2.6.3 Smoking

Ensure that all your employees are made aware that the City Of Cape Town site is a NO SMOKING AREA. (Designated smoking areas to be identified).

2.8 Temporary Structures

- Ensure complete safety of the work and personnel through all stages of construction.
- **Ensure adequate protection of temporary or uncompleted structures and work against storm damage.**

2.9 Communication

The Principal Contractor must demonstrate a management structure for ensuring health and safety co-operation and co-ordination between all parties to the contract. This will include the development of a communications strategy between the appointed Principal Contractor, Contractors, Client, Design Team and the Health and Safety Officer.
The Principal Contractor must ensure that an effective chain of communication exists, clearly showing that all levels of employees engaged on the contract participate in the communication process for health and safety concerns.
Regular meetings will be established between the parties where health and safety performance will be discussed. Minutes must be kept and distributed for action following the conclusion of each meeting.
Emergency and incident procedures must be developed and clearly co-ordinated between parties involved.
A security strategy must be developed by the Principal Contractor who must then communicate and co-ordinate that strategy to all parties to the contract.

2.10 Continuing Liaison

Procedures for liaison to continue between all parties throughout the project should include the particular points listed below.
All unforeseen eventualities which may occur during construction and which affect previously recognised health and safety issues or resources should be reported.
The Health and Safety Officer should be informed of all new designs, which may affect health and safety.
Arrangements should be made by the Principal Contractor with other contractors to ensure any information required for the health and safety file (see the following list), which is generated by the contractors' work, is stored and passed to the Principal Contractor prior to completion of their specific works. This will include the following:

- General details of the materials used.
- Details of the plan and equipment supplied and fitted
- Specific maintenance details or requirements (plant, equipment, fixtures and fittings – where applicable)
- All Agreements, Safety Committee minutes and nominated competent individuals, etc.

- All training records – i.e. special training needs, induction and visitor inductions.

3. GUIDANCE NOTES - "GOOD MANAGEMENT PRACTICE" FOR THE APPOINTED PRINCIPAL CONTRACTOR

This section contains the recommended Principal Contractor's essential elements, on how the contract must be managed. This is to ensure that the health and safety aims and targets will be achieved and to ensure the health and safety of those employed on the contract, or affected by the operation of the contract. As follows:

3.1 Scope

This Health & Safety specification covers the requirements for eliminating and mitigating the potential risks for incidents and injuries on this particular project
The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

3.2 Interpretations

3.2.1 Application

This Health & Safety Specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

3.2.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (7 February 2014) shall apply.

3.3 Minimum Administrative Requirements

3.3.1 Notification of Intention to Commence Construction Work

The Principal Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the Principal Agent on appointment. This notification must be signed by the Client / The Health and Safety Officer

3.3.2 Health and Safety Plan

In compliance with the Construction Regulations, the contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the employer. The health and safety plan shall include but not be limited to the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent person.
- Safe method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:
    - The storage and use of materials
    - The use of plant, tools and vehicles
    - Temporary support structures
    - Dealing with working at height
    - Environmental conditions
    - Access control of unauthorised persons

- The provision and use of temporary services
- Compliance with permissions and permits
- Safety equipment, devices protective clothing
- Emergency procedures
- Induction and training
- Provision and maintenance of the health and safety file and other documentation

3.3.3 Assignment of the Principal Contractor's / Contractor's Responsible Persons to Supervise Health and Safety on Site

The Principal Contractor shall submit supervisory appointments in terms of Section 16.2 of the OHS Act 85/1993 and Construction Regulation 8.1 and 8.2. Proof of competency must be included.

3.3.4 Competency of the Principal Contractor's Appointed Responsible Persons

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (7 February 2014). **Proof of competence** for the various appointments must be included. For the purpose of this contract, the most important competent persons would include but not be limited to: Construction Manager, Construction Supervisor; Portable Electrical Tools Inspectors; Vehicle Operators; Fire Equipment Inspector; First Aid Co-Ordinator, Emergency Co-Ordinator, etc.
All appointments must be in writing and acceptance thereof by way of signature by the appointed person.

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

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Principal Agent as proof of registration. Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

3.3.6 Occupational Health and Safety Policy

The Principal Contractor and all Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline company objectives and how they will be achieved, implemented and maintained by the Company / Contractor.

3.3.7 Health and Safety Organogram

The Principal Contractor and all Contractors shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the Organogram shall reflect the intended positions. The Organogram shall be updated when there are any changes in the Site Management Structure. This must be supplied to The Health and Safety Officer within 7 working days.

3.3.8 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

The Principal Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work. The risks associated with the hazards identified, must be assessed and shall form part of the construction phase health and safety plan submitted for approval. The risk assessment must include;

a) A list of hazards identified as well as potentially hazardous tasks;
b) A documented risk assessment based on the list of hazards and tasks;
c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
d) A monitoring and review procedure of the risk assessment as the risks change.

Contractors shall also cause hazard identification, risk assessments and method statements to be performed and submitted to the Principal Contractor with their health & safety plans. The risk assessment documents must also be reviewed from time to time by the Contractors.

The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (a tool box talk strategy to be implemented, covering site specific Health and Safety Issues).

3.3.9 Health and Safety Representatives

The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation (as per General Administrative Regulations) and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at monthly health & safety meetings.

3.3.10 Health and Safety Committee Meetings

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be chaired by the Principal Contractor's Construction Manager (CR 8.1 Person). All Contractors' Construction Supervisors and Health & Safety Representatives shall attend the monthly health & safety meetings. Contractors shall table a report with supporting documents. Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

3.3.11 Health and Safety Training

3.3.11.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a site-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. Every employee must carry proof of induction training completion. A suitable venue must be available to house this training.

3.3.11.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement.

3.3.11.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

3.3.11.4 Typical Training Courses

Shall include but not limited to the following:

- First Aid Training
- OHS Representative Training
- Training shall also include but not be limited to weekly Toolbox Talks

3.3.12 General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (7 February 2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits and section (37.2) agreements, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Contractor opens and maintains its own health & safety file and makes it available on request. All files will be consolidated on completion of the project and handed over to the Client on completion of the contract.

3.3.13 Health & Safety Audits, Monitoring and Reporting

The Health and Safety Officer shall conduct Fortnightly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be

reported on at all levels of project management meetings/forums. Copies of the Client's audit reports shall be kept in the Client's Health & Safety File while the Principal Contractor's audit reports shall be kept in its file. Copies of all reports must be forwarded to the Health and Safety Officer. Principal Contractors have to audit their contractors and keep records of these audits in their health & safety files, available on request. The OHS File should remain on site at all times for the duration of the project.

3.3.14 Emergency Procedures

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

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, electrocution, fire, hazardous material spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Health and Safety Officer in writing forthwith, of any emergency situations, together with a record of action taken. A contact list, of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be available to site personnel. This list must be displayed in the site office at all times.

3.3.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint First Aider (s) in writing. The appointed First Aider (s) must be in possession of valid first aid certificates, to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times.

3.3.16 Accident / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its Health & Safety Plan how it will handle each of these categories. When reporting injuries these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Health and Safety Officer forthwith. All Contractors have to report all injuries to the Principal Contractor forthwith and submit a monthly report detailing the injuries. The Principal Contractor must report all injuries to the Health and Safety Officer in the form of a detailed injury report at least monthly.

NB: The Principal Contractor to report on incidents to the Department of Labour in the format of Annexure 2 as per the Construction Regulations (7 February 2014).

3.3.17 Hazards and Potentially Hazardous Situations

[redacted]

The Principal Contractor shall immediately notify other Contractors as well of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

3.3.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safety footwear and overalls. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SANS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is lost, stolen, worn out or damaged.
This procedure applies to Principal Contractors and their Contractors, as they are all Employers in their own right.

3.3.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area', "All incidents, accidents and illnesses to be reported to First Aider. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

3.3.20 Permits

May include but not limited to the following:

- Work permits
- Daily Registers
- Authorization permits
- Wayleaves
- Traffic Management Plan
- Visitors Register

3.3.21 Line isolation & Responsible Persons requirements

i) The Responsible Person will be in possession of a valid ORHVS 0400 certificate and have a valid Authorization certificate.
ii) The Responsible Person will be on site whenever there is any person on site.
iii) If for any reason there is no Responsible Person on site, then no persons will be allowed on the premises.
iv) When required, the Lines of the structures to be worked on would be isolated & earthed (circuit breakers switched off, isolating links opened & earth links closed).This would be done by a CCT representative who is authorised in writing to do so according to Operating Regulations for High Voltage Systems.
iv) The CCT representative would issue a work permit to the Responsible Person who must be authorised in writing as a Responsible Person to accept a work permit according to Operating Regulations for High Voltage Systems.

v) The CCT's Authorised Person & the Contractors Responsible would discuss the permitted work & all safety requirements noted in the work permit.

vi) The authorised Responsible Person would safety test & have visible working earths attached to the lines on both sides of the work points.

vii) All positions & times working earths are attached & removed must be noted on the works permit by the Responsible Person.

ix) The permitted work would be carried out in accordance with any safety instructions written in the permit.

x) On completion of the work as per the required duration written in the permit the Responsible Person would ensure all workers are clear of the structures being worked on & thereafter have all working earths removed.

xi) The Responsible person would sign off the permit and hand it to the CCT representative who would make sure that the lines were clear and could be switched back on when required.

The Contractor must have a written safety plan on site, related to all required works according to the OHSAS act & all other safety regulations that may apply. A hazard identification discussion must take place between all staff on site on each new work day.

3.3.22 Contractors

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (7 February 2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors, shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

3.3.23 Construction Health & Safety Officer

A part time / full time construction health & safety officer (in terms of Construction Regulation 8.5) will be required to co-ordinate the health & safety portfolio. The portfolio should include but not be limited to:

a) Induction training;
b) Health & safety audits including audits of contractors;
c) Maintain the Principal Contractor's health & safety file and audit Contractors' health & safety plans and files;
d) Investigate near misses, incidents and accidents;
e) Co-ordinate that inspections are carried out by competent persons, and that records are kept in registers.
f) Co-ordinate the function of reviewing the risk assessment document;
g) Assisting with method statements and checking whether they are being implemented by the responsible persons on site.

3.3.24 Penalties

Penalties will be imposed by the Department of Labour on Contractors who do not comply with this Health and Safety Specification.

3.4 Physical Requirements

3.4.1 Stacking of Materials

[redacted]

The Principal Contractor and other relevant Contractors shall ensure that there are sufficient appointed staking supervisors and all materials, formwork and all equipment are stacked and stored safely. The site is fairly extensive, however space may present a problem, but this is not a reason for poor stacking and storage techniques. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

3.4.2 Edge Protection and Penetrations

The Principal Contractor must ensure that all edges and openings are guarded and demarcated at all times until permanent protection is erected. The guards must be constructed of scaffold type tubing, with guardrails, painted yellow and located +- one meter above floor level.

3.4.3 Excavations, Shoring and Drainage

The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring and drainage of any excavation as per this specification.

The Contractor shall make sure that:

a) The excavations are inspected before every shift and a record is kept;
b) Safe work procedures have been communicated to the workers;
c) The safe work procedures are enforced and maintained by the Contractor's
d) The requirements of Construction Regulation 13 are adhered to.

3.4.4 Construction Materials

The following commonly used construction materials and substances potentially pose health and safety hazards:

- Various metal components
- Timber
- Chemicals

3.4.5 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations.
The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately. e.g. **Asbestos Work**, only a registered contractor shall carry out asbestos work. The contractor shall submit a plan of work to an approved asbestos authority at least 30 days prior to the commencement of the work. The approved asbestos authority can at its discretion allow a shorter period of time for the submissions.

3.4.6 Housekeeping

- The Contractor shall demarcate an area for waste and debris, and shall provide sufficient refuse bins with lids for domestic waste.
- All waste, debris and refuse shall be removed at regular intervals.
- Housekeeping shall be done daily and workers to be made aware by way of toolbox talks.

3.4.7 Site Access and Environmental Conditions

a) Site access and vehicular routes should be noted, because provision should be made for emergencies

b) Environment
The principal contractor shall ensure compliance with all current environmental legislation applicable to the works and the site.

c) No lifting devices will be used on site due to overhead power cables.

d) Precautions should be taken where tall grass exist for snakes and other animals

3.4.8 Speed Restrictions

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those visiting the site are aware and comply with the site speed restrictions. If at all possible, separate vehicle and pedestrian access routes shall be provided, if at all possible maintained, controlled, and enforced. **A traffic management plan should be in place when working in the road reserve or close to it and this traffic management plan must be approved by the Traffic Department.**

3.4.9 Ladders and ladder work

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register. Ladders are to extend one meter above landing and must be secured at top and bottom and should be +- 12m apart if the excavation is deeper than a meter and longer than 12m.

3.5 Plant and Machinery

3.5.1 Construction Plant

"Construction Plant" includes all types of plant including but not limited to, road vehicles, and all lifting equipment.
The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (7 February 2014). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery and the appropriate supervision must be provided. The appropriate PPE and clothing must be provided and maintained in good condition at all times.

3.5.2 Materials

[redacted]

All re-usable material will be stock piled and barricaded.

3.5.3 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

3.5.4 Hired Plant and Machinery

No machinery will be used to excavate in and around any Substation or any other electrical equipment.

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use (including load test certificates, road worthy certificates, inspection registers). The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (7 February 2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same. Particular care is to be exercised when planning for crane positioning.

3.5.5 Lifting Tackle

The Principal Contractor and all Contractors shall ensure that lifting tackle are inspected before use and thereafter in accordance with the Construction Regulations (section 22). There must be competent lifting tackle inspectors who must inspect the equipment daily, before use, taking into account that:

- All lifting tackle must carry a load test certificate and must have an inspection register.
- All lifting tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes trained banksman to direct lifting operations and check lifting tackle.
- The trained banksman should have the proper PPE such as high visible clothing etc.

3.5.6 General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and clothing, and training those who operate machinery.

3.5.7 Portable Electrical Tools

The Contractor shall ensure that use and storage of all portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in

safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.
- A register indicating the issue and return.

3.5.8 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only safety measure taken.

Both The Health and Safety Officer and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks that they may be exposed to and what measures should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations. All visitors must report to the site office where they should receive relevant health & safety information. The site office should be strategically located so that site visitors are not exposed to risks prior to reporting at the office.

3.5.9 Transport of Workers

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store goods and tools;
- Transport persons in a non-enclosed vehicle, e.g. truck. There must be an adequate canopy (properly covering the back and top) and suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle;
- Transport workers in bakkies unless they are closed / covered and have the correct number of seats for the passengers.

3.6 <u>Occupational Health</u>

3.6.3 Occupational Hygiene

[redacted]

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and leads to medical conditions like cancers, skin disorders, and noise induced hearing loss, etc. All Contractors must ensure that adequate health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction.

3.6.4 Welfare Facilities

The Principal Contractor must supply sufficient number of clean, hygienic toilets (1 toilet per 30 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas. Adequate potable water must be provided.

3.6.5 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A comprehensive disciplinary procedure should be followed by the Contractors and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

Annexure - A

Risk Assessor: ??????????????? Date:

ACTIVITY (WORK TO BE PERFORMED)	POTENTIAL HAZARD (INJURY/DAMAGE/LOSS)	POSSIBLE RESULT (TYPE/INJURY/LOSS)	RISK EVALUATION A	B	C	D	R	PREVENTATIVE MEASURES (SAFE WORK PROCEDURES)	CONTROLS (SUPERVISION/ REGISTERS)
LADDER WORK	INJURY	HEAD INJURIES FRACTURES SPRAINS	8	2	0	0	M	TOOLBOX TALKS	REGISTERS SUPERVISION
OVERHEAD HAZARDS	INJURY	HEAD INJURY FRACTURES	8	2	0	0	M	PPE & TOOLBOX TALKS	SUPERVISION
TRIPPING HAZARDS	INJURY	HEAD INJURY FRACTURES SPRAINS	8	2	0	0	M	TOOLBOX TALKS VIGILANCE	SUPERVISION
MANUAL HANDLING OF MATERIAL AND TOOLS	INJURY	STRAINS SPRAINS	4	4	0	0	M	TOOLBOX TALKS	SUPERVISION
ENVIRONMENTAL CONDITIONS (HIGH WINDS)	INJURY LOSS DAMAGE	LOSS OF LIFE FRACTURES ABRASIONS	10	10	10	0	H	TOOLBOX TALKS	SUPERVISION

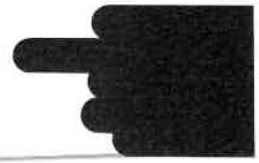
ACTIVITY (WORK TO BE PERFORMED)	POTENTIAL HAZARD (INJURY/DAMAGE/LOSS)	POSSIBLE RESULT (TYPE/INJURY/LOSS)	RISK EVALUATION A	B	C	D	R	PREVENTATIVE MEASURES (SAFE WORK PROCEDURES)	CONTROLS (SUPERVISION/ REGISTERS)

CONSTRUCTION VEHICLES	INJURY	LOSS OF LIFE FRACTURES	10	10	10	2	C	TOOLBOX TALKS VIGILANCE	SUPERVISION
WORKS IN EXCAVATION	INJURY	LOSS OF LIFE	10	10	10	0	H	TOOLBOX TALKS	P/C REGISTERS SUPERVISION
INSTALLATION/ PULLING	INJURY	LACERATIONS	2	8	0	0	M	PPE TOOLBOX TALKS	SUPERVISION
LIVE WORK	INJURY	LOSS OF LIFE	10	0	10	0	H	COMPETENT PEOPLE	SUPERVISION
CHASING	INJURY/ DAMAGE	AMPUTATION FRACTURES	8	0	4	0	M	TOOLBOX TALKS TRAINING	SUPERVISION
WORKING AT HEIGHTS	INJURY	LOSS OF LIFE FRACTURES	10	0	4	0	M	TOOLBOX TALKS TRAINING	SUPERVISION
BRICK/BLOCKLAYING	INJURY	LOSS OF LIFE FRACTURES	10	0	4	0	H	TOOLBOX TALKS	SUPERVISION
SCAFFOLDING	INJURY/ DAMAGE	LOSS OF LIFE FRACTURES	10	10	10	0	H	TOOLBOX TALKS TRAINING	SUPERVISION
NOISE/VIBRATIONS	DEAFNESS / INJURY	DEAFNESS/INJURY TO JOINTS	10	0	4	0	H	TOOLBOX TALKS/PPE	SUPERVISION
HAZARDOUS SUBSTANCES	INJURY/ILLNESS	DISEASES/INJURY	10	0	4	0	H	TOOLBOX TALKS	SUPERVISION
DUST	INJURY / ILLNESS	EYESIGHT/LUNGS	10	8	4	0	H	TOOLBOX TALKS / PPE	SUPERVISION

STEEL ERECTION	INJURY	LOSS OF LIMB / FRACTURES	10	10	10	0	H	TOOLBOX TALKS	SUPERVISION

ANNEXURE – B

Hazard, Risk & Near-Miss Register



SITE:				SITE MANAGER:		SITE HSE REP:		
ITEM	DATE	REPORTED BY	WORK AREA	DESCRIPTION OF HAZARD, RISK OR NEAR-MISS	INVESTIGATED BY	REPORT NO	CLOSE-OUT DATE
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2							
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5							
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