



**BID NO: WMM LM 000100 MMB**  
**MAINTENANCE OF MUNICIPAL BUILDING – MAIN BUILDING**  
**(PHASE 1)**

**(CIDB CATEGORY: 6 GB OR HIGHER)**

**PROCUREMENT DOCUMENT**

Name of Bidder: .....

**This Bid closes at 12h00 on 22 Monday, June 2026.** Tender documents to be emailed back to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za). The successful bidder will be required to submit the original bid document

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

**BID AMOUNT R .....**

**Issued by:**  
**Winnie Madikizela-Mandela Local Municipality**  
51 Winnie Madikizela Mandela Street,  
Mbizana  
4800  
Senior Manager: Engineering Services  
Contact Name: Mr.C.Ndzungu  
Telephone: (039) 251 0230

**Prepared By:**  
**VHB Associates**  
Suite No. 1, Bisset House  
48 Bisset Street  
Port Shepstone  
4240

Contact Name: Mr V. Bridglall  
Telephone: (039) 032 0003



WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY  
ADVERT

NO	PROJECT NAME	CONTRACT NUMBER	CIDB GRADE	CLOSING DATE
1	Maintenance of Municipal Building- Main Office (Phase 1)	WMM LM 000100 MMB	6 GB or Higher	22 June 2026@12H00

Bids are hereby invited from suitably qualified and accredited service providers who are interested to submit their tender responses for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents are available to be downloaded from e-tender portal website on [www.etenders.gov.za](http://www.etenders.gov.za) at no cost

Bids should score a minimum of 70% points on the functionality evaluation in order to be considered for further evaluation.

Bids will be evaluated on the **80/20** preferential points system

**Failure to submit the following document(s) completed in full will render the bid not responsive:**

- A completed original document issued by the municipality
- CIPC Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- A valid Tax PIN printout provided by SARS
- Fully completed and signed bid documents MBD1, MBD4, MBD6.1 (MBD6.2 and MBD6.4 for project 4) MBD 8 and MDB 9
- A signed certification/letter by the bidder confirming that no undisputed municipal accounts are overdue by more than 30 days and no account has not been declared as well as proof thereof. (Include declaration and proof for directors not more than three months for project No.4)
- Evaluation Criteria: 80 = Price, 20 = Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, valid Tax Pin printouts of all partners should be submitted as well as a signed agreement by all parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned Project is 100%
- 

**Advert Date: 05 June 2026**

**Publication: Municipal Website, e-tender portal.**

**Closing Date: All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by no later than the date and time stated above after which they will be opened.**

**The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so, your tender may not be considered. Any unsigned alterations in the BOQ/Quotation/Pricing schedule to the tender document shall render the submission invalid.**

**The municipality will not consider any bids over R1 million from bidders who have not registered for VAT or submitted proof that they have registered before the closing date of the bid/s in this notice.**

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Acting Senior Manager: Engineering Services, Mr.C.Ndungu @ 039 2510 230 during working hours Email: [cndzungu@mbizana.gov.za](mailto:cndzungu@mbizana.gov.za) Supply Chain Management related enquiries, please contact Mr Z. Khala at 079 886 0942 email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) / [info.scm@mbizana.gov.za](mailto:info.scm@mbizana.gov.za) during working hours

.....  
**Mr. L. Mahlaka**  
Municipal Manager

**WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

**MAINTENANCE OF MUNICIPAL BUILDING – MAIN BUILDING (PHASE 1)**

**BID No.: WMM LM 000100 MMB**

**PROCUREMENT DOCUMENT**

**FOREWORD**

This document consists of two distinct clusters, namely the BID and the CONTRACT.

The BID consists of two parts, namely:

- **B1: Bidding Procedures** to be complied with by every Bidder submitting a Bid offer; and
- **B2: Documents to be returned by the Bidder**, including the returnable schedules and forms to be completed by each Bidder, some of which will eventually be incorporated into the contract between the successful Bidder and the Employer.

The CONTRACT consists of five parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Site Information;** and
- **C5: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

## CONTRACT

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Letter of Consent

Business Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Municipal Manager  
Winnie Madikizela-Mandela Local Municipality  
P.O. Box 12  
Bizana  
4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we (Name and Surname of Company Representative/s) \_\_\_\_\_ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

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

Name and Surname (Witness) .....Signature: .....Date.....

PART A

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	WMM LM 000100 MMB	CLOSING DATE:	22 JUNE 2026	CLOSING TIME:	12H00
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO  
 THE EMAIL ADDRESS PROVIDED BELOW OR AS PER  
 TENDER REQUIREMENTS

[TENDERS.SCM@MBIZANA.GOV.ZA](mailto:TENDERS.SCM@MBIZANA.GOV.ZA) for tenders above R300 000 inclusive of VAT

OR

[QUOTES.SCM@MBIZANA.GOV.ZA](mailto:QUOTES.SCM@MBIZANA.GOV.ZA) for quotations below R300 000 but above R30 000 inclusive of VAT

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	MILITARY VETERAN	<input type="checkbox"/> Yes <input type="checkbox"/> No

**[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E- FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E- FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## **B2: RETURNABLE DOCUMENTS**

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B2.1: LIST OF RETURNABLE DOCUMENTS

**B2.1 LIST OF RETURNABLE DOCUMENTS**

The Bid Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever

All the documents that will eventually form part of the contract are listed in the Bid Data. Returnable schedules and forms are included in B2.2 hereafter.

The list of returnable documents comprise the following: tick

**1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

- Details of Registration with CIDB .....
- Certificate of Attendance at Site Meeting..... n/a
- Certificate of Authority for Signatory and Registration/ID .....
- Bidder's Financial Standing.....
- Copy of Cancelled Cheque for Company .....
- Certified VAT Registration Certificate .....
- Tax Clearance Certificate/Pin number.....
- Skills Development Levy Certificate .....
- Workmen's Compensation Registration Certificate .....
- Schedule of Similar Work Undertaken.....
- Compulsory Enterprise Questionnaire.....
- Declaration of Interest.....
- Company / CC / Trust / Partnership / registration certificates .....
- Health and Safety Declaration .....
- ID certificate(s) of all directors, members and/or shareholders .....
- Joint Venture Agreement and Power of attorney in case of Joint Ventures .....
- Form of intent by bank or insurance company to provide a performance guarantee.....
- Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.....
- Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS (Joint Venture bidders must produce a combine B-BBEE status level verification) .....
- CSD certificate .....

**Note:** Bidder to tick off each box to ensure that the necessary schedules and documents have been filled in and are included into the Bid document.

B2.1: LIST OF RETURNABLE DOCUMENTS

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**B2.2 RETURNABLE SCHEDULES AND FORMS**

**B2.2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.**

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B COMPULSORY ENTERPRISE QUESTIONNAIRE
- C RECORD OF ADDENDA TO BID DOCUMENTS
- D CERTIFICATE OF AUTHORITY FOR SIGNATORY
- E PLANT AND EQUIPMENT
- F EXPERIENCE OF BIDDER
- G PRESENT COMMITMENTS
- H PROPOSED SUBCONTRACTORS
- I KEY PERSONNEL
- J CURRICULUM VITAE OF KEY PERSONNEL
- K PRELIMINARY PROGRAMME
- L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- M CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- N CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB
- O TAX CLEARANCE CERTIFICATE
- P BIDDER'S FINANCIAL STANDING
- Q FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- R DECLARATION OF INTEREST
- S CERTIFICATE OF INDEPENDENT BID DETERMINATION
- T RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
- U PROOF OF PURCHASE OF BID DOCUMENTS.
- V COPY OF CANCELLED CHEQUE FOR COMPANY OR LETTER FROM THE BANK
- W SKILLS DEVELOPMENT LEVY CERTIFICATE
- X WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (letter of good Standing)
- Y UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
- Z FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- AA BBBEE CERTIFICATE
- AB CSD CERTIFICATE
- AC FINANCIALS – 3 YEARS

B2.1: LIST OF RETURNABLE DOCUMENTS

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*NOTE: The Bidder is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of Bids and the eventual contract will be based on the information provided by the Bidder. Failure of a Bidder to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the Bid and may lead to rejection on the grounds that the Bid is not responsive. The same applies to the Preferential Procurement Schedule in B2.2.2.*

*The following schedules and forms may or will be incorporated into the Contract:*

- PLUS THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN B2.2.2

B2.1: LIST OF RETURNABLE DOCUMENTS

**A. CERTIFICATE OF ATTENDANCE AT SITE MEETING**

**Particulars of person(s) attending the meeting:**

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

Capacity: .....

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

Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

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

Capacity: ..... Date and Time: .....



Municipal Date Stamp

B2.1: LIST OF RETURNABLE DOCUMENTS

**B: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1. Name of enterprise:** \_\_\_\_\_

**Section 2. VAT registration number, if any:** \_\_\_\_\_

**Section 3. CIDB registration number, if any:** \_\_\_\_\_

**Section 4. Particulars of sole proprietors and partners in partnerships.**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than three partners.

**Section 5. Particulars of companies and close corporations**

Company registration number: \_\_\_\_\_

Close corporation number: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 6. Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |   |

If any of the above boxes are marked, disclose the following\*:



B2.1: LIST OF RETURNABLE DOCUMENTS

If any of the above boxes are marked, disclose the following\*:

Name of spouse, child or parent	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\* Insert separate page if necessary.

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

- i. authorises 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 neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combatting of Corrupt Activities Act of 2004;
- iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv. confirms that I/we am/are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
 (of person authorised to sign on behalf of the Bidder)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Enterprise name: \_\_\_\_\_

B2.1: LIST OF RETURNABLE DOCUMENTS

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**C: RECORD OF ADDENDUM TO BID DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Bidder)*

B2.1: LIST OF RETURNABLE DOCUMENTS

**D: CERTIFICATE OF AUTHORITY**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**(I) CERTIFICATE FOR COMPANY**

I, ....., chairperson of the Board of Directors of  
 ....., hereby confirm that by resolution of the Board (copy attached)  
 taken on ..... 20.....,

Mr./Ms ..... acting in the capacity of  
 ....., was authorised to sign all documents in connection with  
 this Bid and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....  
 2.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as  
 .....hereby authorise Mr./Ms.....,  
 acting in the capacity of ....., to sign all  
 documents in connection with the Bid for Contract No.....and  
 any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note :** This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

B2.1: LIST OF RETURNABLE DOCUMENTS

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as,

.....

hereby authorise Mr./Ms .....

acting in the capacity of....., to sign all documents in connection with the Bid for Contract No.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr./Ms....., authorized signatory of the company, ..... acting in the capacity of lead partner, to sign all documents in connection with the Bid offer for Contract No.....and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

**Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

B2.1: LIST OF RETURNABLE DOCUMENTS

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(V) **CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole  
owner of the business trading as .....

**Signature** of Sole owner: .....

As Witnesses:

1.....

2.....

Date: .....

B2.1: LIST OF RETURNABLE DOCUMENTS

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**REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

***[Important note to Bidder: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in B2.1, must be inserted here]***

B2.1: LIST OF RETURNABLE DOCUMENTS

**E: PLANT AND EQUIPMENT**

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

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

- (a) **Details of major equipment that is owned by me / us and immediately available for this contract.**  
*(Copies of ownership documents for each machine owned are to be attached behind this page. Failure to do that will result is relevant points not being earned to this Bid during Bid evaluation)*

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our Bid is accepted**

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

*Attach additional pages if more space is required*

The Bidder undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Bidder)*

B2.1: LIST OF RETURNABLE DOCUMENTS

**F: EXPERIENCE OF BIDDER**

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

Reference letters filed and signed by the Clients showing their contact details and completion certificates to be included to claim functionality points. Failure to attach the said documents in the page may result in the Bidder not getting related points.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING PRINCIPAL AGENT: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required.

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Bidder)*

B2.1: LIST OF RETURNABLE DOCUMENTS

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**G: PRESENT COMMITMENTS**

The following are list of contracts or Bids that I or we are currently committed to complete.

<b>Employer and Contract Description</b>	<b>Contract Amount</b>	<b>Duration and Completion Date</b>	<b>Principal Agent</b>

Signature:.....  
(of person authorised to sign on behalf of the Bidder)

Date: .....

B2.1: LIST OF RETURNABLE DOCUMENTS

**H: PROPOSED SUBCONTRACTORS**

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Bidder)*

B2.1: LIST OF RETURNABLE DOCUMENTS

I: **KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Bidder shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:..... ..... ..... ..... ..... .....						

SIGNATURE: ..... DATE .....

(of person authorised to sign on behalf of the Bidder)







B2.1: LIST OF RETURNABLE DOCUMENTS

**L: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

*(This is not an invitation for amendments, deviations or alternatives but should the Bidder, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;  
 (2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.**

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**[Notes: (1) Individual alternative items that do not justify an alternative Bid, and an alternative offer for time for completion should be listed here.  
 (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Bid.  
 (3) Alternative Bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Bid offer.]**

B2.1: LIST OF RETURNABLE DOCUMENTS

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(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

***[Note: The Bidder must give full details of the discounts offered in a covering letter attached to his Bid, failing which, the offer will be prejudiced]***

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Bidder)*

B2.1: LIST OF RETURNABLE DOCUMENTS

**M: CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Bidder must complete and sign the declaration hereafter in detail.

**Declaration by Bidder**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter: ..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)*

(a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

B2.1: LIST OF RETURNABLE DOCUMENTS

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- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided? .....
  - (ii) When will training be undertaken? .....
  - (iii) List the positions to be filled by persons to be trained or hired: .....
  - .....
  - .....
  - .....
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor: .....
- Qualifications or details of competency of the subcontractor: .....
- .....
- .....
- .....
5. I hereby undertake, if my Bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Principal Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my Bided rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE .....

*(of person authorised to sign on behalf of the Bidder)*

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B2.1: LIST OF RETURNABLE DOCUMENTS

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**CONTRACTOR'S SAFETY PLAN**

*[The Bidder shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in B2.1]*

B2.1: LIST OF RETURNABLE DOCUMENTS

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**N: PROOF OF CIDB REGISTRATION**

*[The Bidder shall attach hereto the Contractor's Proof of Registration with CIDB].*

B2.1: LIST OF RETURNABLE DOCUMENTS

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**O: MLM / MBD 2 TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za).

The Bidder is to attach an original Tax Clearance Certificate issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate issued by SARS.

Failure to submit original and valid Tax clearance Certificate may invalidate the Bid.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

B2.1: LIST OF RETURNABLE DOCUMENTS

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**P: BIDDER'S FINANCIAL STANDING**

In terms of Clause 9.2 of the Conditions of Bid the Employer may make inquiries to obtain a bank rating from the Bidder's bank.

To that end the Bidder must provide with his Bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the Bided amount within the specified time for completion.

However, should the Bidder be unable to provide a bank rating with his Bid, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank*):

***Failure to provide either the required bank details or a certified bank rating with his Bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Bid submitted by the Bidder.

SIGNATURE: ..... DATE .....

(of person authorised to sign on behalf of the Bidder)

B2.1: LIST OF RETURNABLE DOCUMENTS

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**Q: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

*[The Bidder must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].*

B2.1: LIST OF RETURNABLE DOCUMENTS

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**MBD 4 DECLARATION**

**OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 bidder 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 bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, 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? **YES / NO**

3.8.1 If yes, furnish particulars. ....

<sup>1</sup> 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) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> 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.

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

3.9.1 If yes, furnish particulars.....RETURNABLE DOCUMENTS

..... B2.1: LIST OF RETURNABLE DOCUMENTS .....

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3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.11.1 If yes, furnish particulars  
.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.13.1 If yes, furnish particulars.  
.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. ..... **YES / NO**

3.14.1 If yes, furnish particulars:  
.....  
.....

B2.1: LIST OF RETURNABLE DOCUMENTS

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**1. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAMES)**

.....

..

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE**

**FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**



B2.1: LIST OF RETURNABLE DOCUMENTS

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**MLM / MBD 5.2 CONTRACT FORM – PAST EXPERIENCE WITH WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

**PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH MLM**

<b>PROJECT NAME</b>	<b>VALUE OF WORK</b>	<b>CONTRACT START DATE</b>	<b>ANTICIPATED / ACTUAL COMPLETION DATE</b>

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF BIDDER

---

B2.1: LIST OF RETURNABLE DOCUMENTS

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**MBD 6.1**

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

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

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

---

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

The applicable preference point system for this tender is the 90/10 preference point system.

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

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

B2.1: LIST OF RETURNABLE DOCUMENTS

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	POINTS
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

**2. DEFINITIONS**

“tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

**1. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**1.1. POINTS AWARDED FOR PRICE**

**1.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20                                  or                                  90/10**

B2.1: LIST OF RETURNABLE DOCUMENTS

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$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

**2. POINTS AWARDED FOR SPECIFIC GOALS**

- 2.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 2.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

B2.1: LIST OF RETURNABLE DOCUMENTS

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,  
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
<b>Total Points Allocated</b>	<b>10</b>	<b>20</b>		

B2.1: LIST OF RETURNABLE DOCUMENTS

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**DECLARATION WITH REGARD TO COMPANY/FIRM**

2.3. Name \_\_\_\_\_ of  
company/firm.....

2.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number:  
.....

2.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

B2.1: LIST OF RETURNABLE DOCUMENTS

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- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b> .....	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

B2.1: LIST OF RETURNABLE DOCUMENTS

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MBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and targeted goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

B2.1: LIST OF RETURNABLE DOCUMENTS

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

**2. 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:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**3.** Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

B2.1: LIST OF RETURNABLE DOCUMENTS

- 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 AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**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.** .....

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

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](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.

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

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that:
  - the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in

B2.1: LIST OF RETURNABLE DOCUMENTS

paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

B2.1: LIST OF RETURNABLE DOCUMENTS

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MBD 6.4

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2001  
LOCAL CONTENT OF PRODUCTS**

---

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

---

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The stimulation of the S.A economy by procuring locally  
Manufactured products.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

3. “**Local content**” means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**

4. “**Imported content**” means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

**5. BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

**6. POINTS CLAIMED**

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

**7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE**

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

B2.1: LIST OF RETURNABLE DOCUMENTS

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

**8. BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

**WITNESSES:**

1. ....

.....  
 SIGNATURE (S) OF BIDDER (S)

2. ....

DATE: .....

B2.1: LIST OF RETURNABLE DOCUMENTS

**MBD 8                      DECLARATION OF BIDDER’S PAST SUPPLY CHAIN  
 MANAGEMENT PRACTICES**

- 1            This Municipal Bidding Document must form part of all bids invited.
- 2            It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3            The bid of any bidder may be rejected if that bidder, or any of its directors 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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4            In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons 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 <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for BidDefaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for BidDefaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

B2.1: LIST OF RETURNABLE DOCUMENTS

Item	Question	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

B2.1: LIST OF RETURNABLE DOCUMENTS

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## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - (a) take all reasonable steps to prevent such abuse;
  - (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup>Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

B2.1: LIST OF RETURNABLE DOCUMENTS

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**S: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 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);

B2.1: LIST OF RETURNABLE DOCUMENTS

---

- (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

<sup>3</sup> 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.

B2.1: LIST OF RETURNABLE DOCUMENTS

**T: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

**PAGE TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED**

**IN THE CASE WHERE:**

**A. BIDDER AS LANDOWNER FOR PURPOSE  
OF CONDUCTING BUSINESS FROM PREMISES**  
option by ticking below

Please select the relevant

A.1 In the case where the Bidder owns the property from

which the Bidder's business operates from, an original  
or certified copy of the Bidder's business most recent

municipal account indicating the status of payment of  
all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the  
Municipality in which

jurisdiction the said property is situated, must be submitted.

**NB:** Should there be **separate** tax invoices from the municipality for property rates and services  
(taxes), you are required to submit the most recent of each of these invoices.

**OR**

**B. BIDDER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM  
PREMISES**

B.1 In the case where the Bidder does not own property and is a tenant for the purpose of its  
business establishment, the Bidder to provide an original or certified copy of a  
certificate from it's landlord certifying that all the tenants  
payments in respect of all municipal rates and taxes i.e. property rates, electricity, water,  
refuse & sewer are paid up to date, or

B.2 In the case where the Bidder as tenant is responsible for  
its own municipal accounts with the municipality then Bidder  
to provide an original or certified copy letter from the landlord certifying the above together  
with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

Failure to do so will lead to your Bid being non-responsive and will not be evaluated further.

Signed ..... Date .....

Name ..... Position .....

B2.1: LIST OF RETURNABLE DOCUMENTS

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Enterprise  
name .....

**U : PROOF OF PURCHASE OF BID DOCUMENTS**

*[The Bidder shall insert here proof of purchase of the Bid documents in the form of an official receipt.]*

B2.1: LIST OF RETURNABLE DOCUMENTS

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**V: COPY OF CANCELLED CHEQUE FOR BIDDER OR LETTER FROM THE BANK**

*[The Bidder shall insert here a copy of a cancelled cheque for a company or a letter from the Bank confirming the Bidder's banking details.]*

B2.1: LIST OF RETURNABLE DOCUMENTS

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**W: SKILLS DEVELOPMENT LEVY CERTIFICATE**

*[The Bidder's Skills Development Levy Certificate to be inserted here].*

B2.1: LIST OF RETURNABLE DOCUMENTS

---

**X: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE**

*[The Bidder's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].*

B2.1: LIST OF RETURNABLE DOCUMENTS

---

**Y : UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE**

*[The Bidder's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].*

B2.1: LIST OF RETURNABLE DOCUMENTS

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**Z: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

*[The Bidder must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee forthwith upon award of the contract to this Bidder].*

B2.1: LIST OF RETURNABLE DOCUMENTS

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**BD.2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT**

**PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT**

**IMPORTANT NOTES:**

1. *Bidders with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.*
2. *Bidders other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.*
3. *Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.*
4. *These certificates must be submitted by each Bidder and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.*
5. *False documents and/or information will invalidate the Bid.*
6. *The B-BBEE status level attained by the Bidder must be used to determine the number of points contemplated in the table below.*
7. *The said certificates are essential and vital for the evaluation of the Bid, and failure to submit these certificates will prejudice the Bid and may invalidate it at the discretion of the Employer.*
8. *The information for registration as in the possession of the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY MUNICIPALITY will apply.*
9. *It is the Bidder's responsibility to ensure that the details as submitted to the Municipality are correct.*

---

**AA: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

1. (Joint Venture bidders must produce a combine B-BBEE status level verification)

*[The Bidder shall attach hereto a certified copy of the Contractor's Proof of B-BBEE status level verification].*

**AB: CENTRAL SUPPLIERS DATABASE REPORT**

**PERFORMANCE GUARANTEE**

**Employer:** *(name and address)*.....  
.....  
.....

**Contract No:** .....  
*(Contract title)* .....

**WHEREAS** .....

(hereinafter referred to as "the Employer") entered into, on the ..... day of ..... 20....,  
a Contract with .....  
(hereinafter called "the Contractor") for *(CONTRACT TITLE)* .....  
..... at .....

**AND WHEREAS** it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of the Contract by the Contractor;

**AND WHEREAS**..... (hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

**NOW THEREFORE WE,** .....  
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

---

4. My/Our total liability in terms hereof shall be limited to the sum of R .....  
(in words .....)  
(10 % of the Bid sum) which amount I/we agree to hold at your disposal.

5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....  
.....

7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

**IN WITNESS WHEREOF** this guarantee has been executed by us at ..... on this  
..... day of .....20.....

**Signature:** .....

Duly authorized to sign on behalf of: (*Guarantor*) .....  
.....

Address .....  
.....

**As witnesses:**

1. ....

2. ....

---

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND  
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

*[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]*

1. (a) Name and postal address of Contractor: .....
- (b) Name of Contractor's contact person: .....  
Telephone number: .....
2. Contractor's compensation registration number: .....
3. (a) Name and postal address of client: .....
- (b) Name of client's contact person or agent: .....  
Telephone number.....
4. (a) Name and postal address of designer(s) for the project: .....
- (b) Name of designer's contact person: .....  
Telephone number.....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1):..... Telephone number: .....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....
7. Exact physical address of the construction site or site office: .....
8. Nature of the construction work: .....
9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor: .....
13. Name(s) of subcontractors already chosen: .....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

**C1: AGREEMENTS AND CONTRACT DATA**  
**C1.1 FORM OF OFFER AND ACCEPTANCE**

**A. OFFER**

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

**CONTRACT No.: WMM LM 000100 MMB**

**MAINTENANCE OF MUNICIPAL BUILDING – MAIN OFFICE (PHASE 1)**

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

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

**The offered total of the price inclusive of Vat is .R.....**

*(In words.....*

.....

..... ),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature:** *(of person authorized to sign the Bid):* .....

**Name:** *(of signatory in capitals):* .....

**Capacity:** *(of Signatory):* .....

**Name of Bidder:** *(organisation):* .....

**Address:** .....

.....

**Telephone number:** ..... **Fax number:** .....

**Witness:**

**Signature:** .....

**Name:** *(in capitals):*.....

**Date:** .....

**[Failure of a Bidder to sign this form will invalidate the Bid]**

C1.1 FORM OF OFFER AND ACCEPTANCE

**B. ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Bill of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Bidder shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organisation)* .....

**Address:** .....

.....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

C1.1 FORM OF OFFER AND ACCEPTANCE

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**C. SCHEDULE OF DEVIATIONS**

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

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

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

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

1. **Subject:** .....  
**Details:** .....  
.....
2. **Subject:** .....  
**Details:** .....  
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3. **Subject:** .....  
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4. **Subject:** .....  
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5. **Subject:** .....  
**Details:** .....  
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6. **Subject:** .....  
**Details:** .....  
.....

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

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

**FOR THE BIDDER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Bidder:** *(Name and address of organisation)* .....

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)* .....

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**C1.2: CONTRACT DATA**

**C1.2.1: STANDARD CONDITIONS OF CONTRACT**

The Conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB *Standard for Uniformity in Construction Procurement*, and as *Annexure F* of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (28 May 2010)*. This document is obtainable separately. Bidders shall obtain their own copies.

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

***Each item of Bid Data given below is cross-referenced to the relevant clause in the Standard Conditions of Bid to which it mainly applies.***

**Clause No.**

**F.1.1 GENERAL**

**F.1.1 Actions**

F.1.1.1 The Employer and each Bidder submitting a Bid offer shall comply with these Conditions of Bid. 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 bidder and all their agents and employees involved in the bid process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their bid 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 the 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 bid or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision 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 Bid documents**

The documents issued by the Employer for the purpose of a Bid offer are listed in the Bid Data.

**F.1.3 Interpretation**

F.1.3.1 The Bid Data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of the Conditions of Bid.

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B1.2 BID DATA

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F.1.3.2 These Conditions of Bid, the Bid Data and Bid schedules which are only required for Bid evaluation purposes, will not form part of any contract arising from the invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, 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 interest 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 bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer 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 bid process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (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 Bidder shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer will not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Employer's agent are stated in the Contract Data.

**F.1.5 The Employer's right to accept or reject any Bid offer**

F.1.5.1 The Employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Bidder for such cancellation and rejection, but shall give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement Procedures**

**F.1.6.1 General**

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

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B1.2 BID DATA

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**F.1.6.2 Competitive Negotiation Procedure**

**F.1.6.2.1** Where the bid data require that the competitive negotiation procedure is to be followed, bidders shall submit bid 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 bidders who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of bidders shall not apply.

F.1.6.2.2 All responsive bidders, or not less than three responsive bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the 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 bids be clarified, specified and fine-tuned in order to improve a bidder's competitive position provided that such clarification, specification, fine-tuning and 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, bidders shall be invited by the Employer to make a fresh bid offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders 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 bidders have been requested to submit their best and final offer.

F.1.6.3 Proposal Procedure using two stage system

**F.1.6.3.1 Option 1**

Bidders 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 bid data, and in the second stage negotiate a contract with the bidder scoring the highest number of evaluation points and award the contract in terms of these conditions of bid.

**F.1.6.3.2 Option 2**

F.1.6.3.2.1 Bidders shall submit in the first stage only technical proposals. The Employer shall invite all responsive bidders to submit bid offers in the second stage, following the issuing of procurement documents.

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

**F.2 BIDDER'S OBLIGATIONS**

*The Bidder shall comply with the obligations hereafter:*

**F.2.1 Eligibility**

F.2.1.1 Submit a Bid offer only if the Bidder satisfies the criteria stated in the Bid Data and if the Bidder, or any of his principals, is not under any restriction to do business with the Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements

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used by the Employer as the basis in a prior process to invite the bidder to submit a bid offer and obtain the Employer's written approval prior to do so prior to the closing time of bids.

**F.2.2 Cost of Bidding**

Accept that the Employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**F.2.3 Check documents**

Check the Bid 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 Bid. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Bid Offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the Bid documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data if necessitated as a result of the addenda.

**F.2.7 Site visit and clarification meeting**

Attend the compulsory site visit and clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Bid Data.

**F.2.8 Seek clarification**

Request clarification of the Bid documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of Bids stated in the Bid 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 Bidder is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the Bid Offer**

F.2.10.1 Include in the rates, prices, and the Bided total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time for submission of Bids stated in the Bid Data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the Bided total of the prices.

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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 Bid 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 Bid documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Bidder. All signatories to the Bid Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative Bid Offers (All specifications to be kept even if there is alternative bid)**

F.2.12.1 Submit alternative Bid Offers only if a main Bid Offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid Offer is to be submitted with the main Bid Offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.

F.2.12.3 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.

**F.2.13 Submitting a Bid Offer**

F.2.13.1 Submit a Bid Offer to only, either as a single Bidding entity or as a member in joint venture, provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid 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 in **black ink**.

F.2.13.3 Submit the Bid Offer communicated on paper as an original plus the number of copies stated in the Bid 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, if applicable) of the Bid Offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Bid Offer.

F.2.13.5 Seal the original (and each copy, if applicable) of the Bid Offer as separate packages marking the packages as "ORIGINAL" and "COPY" (2 copies). Each package shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the Bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the Bid Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the Bidder's name and contact address.

F.2.13.7 Seal the original Bid 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 Bid Data.

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F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Bid Offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that bid offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the bid data.

**F.2.14 Information and data to be completed in all respects**

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

**F.2.15 Closing time**

F.2.15.1 Ensure that the Employer receives the Bid Offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Bid Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of the Conditions Bid apply equally to the extended deadline.

**F.2.16 Bid Offer validity**

F.2.16.1 Hold the Bid Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed additional period.

F.2.16.3 Accept that a bid 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 bids that a bid is to be withdrawn or substituted.

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

**F.2.17 Clarification of Bid Offer after submission**

Provide clarification of a Bid Offer in response to a request to do so from the Employer during the evaluation of Bid 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 total of the prices or substance of the Bid Offer should be sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

**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 Bid Offer, the Bidder'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 Bidder 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 Bid Offer as being 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 analyses**

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Bid Data.

**F.2.20 Submit securities, bonds, policies, etc.**

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 Bid documents**

If so instructed by the Employer, return all retained Bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

**F.2.23 Certificates**

Include in the Bid submission or provide the Employer with any certificates as stated in the Bid Data.

**F.3 EMPLOYER'S UNDERTAKINGS**

*The Employer undertakes to:*

**F.3.1 Respond to clarification**

F.3.1.1 Respond to a request for clarification received up to five working days before the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

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

- a. An individual firm, or 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 prequalification process.

**F.3.2 Issue addenda**

If necessary, issue addenda, which may amend or amplify the Bid documents, to each Bidder during the period from the date of the Bid Notice until 7 days before the Bid closing time stated in the Bid Data. If, as a result of the issuing of addenda, a Bidder applied for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and shall then notify all Bidders who drew documents.

**F.3.3 Return late Bid Offers**

Return Bid Offers received after the closing time stated in the Bid Data, unopened (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

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**F.3.4 Opening of Bid submissions**

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

F.3.4.2 Announce at the public meeting held immediately after the opening of Bid submissions, at a venue indicated in the Bid Data, the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.

F.3.4.3 Make available the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Bid Offer only.

**F.3.5 Two-envelope system**

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders who score in the quality evaluation more than the minimum number of points for quality stated in the Bid Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not to disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Bid Offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a Bidder to influence the processing of Bid Offers and instantly disqualify a Bidder (and his Bid Offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Bid Offer properly received:

- (a) complies with the requirements of the Conditions of Bid;
- (b) has been properly and fully completed and signed, and
- (c) is responsive to the other requirements of the Bid documents.

F.3.8.2 Regard a responsive Bid as one that conforms to all the items, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

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- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
- (b) change the Employer's or the Bidder's risks and responsibilities under the contract, or
- (c) affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

F.3.8.3 Reject a non-responsive Bid Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors**

F.3.9.1. Check responsive Bid Offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked bid or Bidder with the highest number of bid evaluation points after the evaluation of bids in accordance with F.3.11 for:

- (d) The gross misplacement of the decimal point in the unit rate,
- (e) Omissions made in completing the pricing schedule or bills of quantities or
- (f) Arithmetic errors in

- Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
- The summation of the prices.

F3.9.2 Notify the bidders of all errors or omissions that are identified in the bid offer and invite the bidder to either confirm the bid offer as bided or accept the corrected total of prices.

F.3.9.3 Where the bidder elects to confirm the bid offer as bided, correcting them in the following manner:

- (a) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the Bided total of the prices.

Consider the rejection of a Bid Offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in above.

**F.3.10 Clarification of a Bid Offer**

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid Offer.

**F.3.11 Evaluation of Bid Offers**

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid Offer to a comparative offer and evaluate it using the Bid evaluation methods that are indicated in the Bid Data and described as methods 1, 2, 3 and 4.

**F.3.11.2 Method 1: In the case of a Financial Offer:**

- (a) Rank Bid Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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- (c) Re-rank all bidders should there be compelling and justifiable reasons not to recommend the highest ranked bidder and recommend the highest ranked bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:**

In the case of a financial offer and preferences:

- a) Score each bid in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of bid evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of bid evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend the bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points, and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.13 Acceptance of Bid Offer**

F.3.13.1 Accept bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

- i. Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement
- ii. 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.
- iii. Has the legal capacity to enter the contract,
- iv. Is not insolvent, in receivership, 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,
- v. Complies with the legal requirements, if any, stated in the bid data, and
- vi. Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.13.2 Notify the successful Bidder of the Employer's acceptance of his Bid Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Bidder as described in the Form of Offer and Acceptance.

B1.2 BID DATA

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**F.3.14 Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the Employer's notice of acceptance, notify other Bidders that their Bid Offers have not been accepted.

**F.3.15 Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the Bid documents to take account of:

- (a) addendum issued during the Bid period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Bidder, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Bid require the Bidder to submit, after acceptance by the Employer, shall be included.

**F.3.17 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.3.18 Provide copies of the contracts**

Provide to the successful Bidder the number of copies stated in the Bid Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

**F.3.19 Provide written reasons for actions taken**

Provide upon request written reasons to bidders for any action that is taken applying these conditions of bid, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of bidders or might prejudice fair competition between bids.

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**C 1.2.2: CONTRACT DATA**

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**1. GENERAL**

The Bid Data shall be read with the Standard Conditions of Bid in order to expand on the Bidder's obligations and the Employer's undertakings in administering the Bid process in respect of the project under consideration.

The Bid Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of Bid Data given below is cross-referenced to the relevant clause in the standard Conditions of Bid.

**Clause No.**

**F.1.1** The Employer is Winnie Madikizela-Mandela Local Municipality.

**F.1.2 Bid Document**

**(a) The Bid Document issued by the employer consists of the following:**

**BID**

**B1: Bidding Procedures**

B1.1: Bid Notice and Invitation to Bid  
B1.2: Bid Data

**B2: Returnable Documents**

B2.1: List of Returnable Documents  
B2.2: Returnable schedules and forms

**CONTRACT**

**Part 1: Agreements and Contract Data**

C1.1: Form of Offer and Acceptance  
C1.2: Contract Data  
C1.3: Form of Guarantee  
C1.4: Agreement with adjudicator  
C1.5: Agreement in terms of the OHS Act No 85 of 1993  
C1.6: Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993

**Part 2: Pricing Data**

C2.1: Pricing Instructions  
C2.2: Bill of Quantities

**Part 3: Scope of Work**

C3: Scope of Work

**Part 4: Project Specification**

**Part 5: Particular Specification**

**Part 6: Site Information**

C6: Site information

**Part 7: Annexures**

C7: Annexures

**(b) Drawings.**

- (c) **JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of March 2018)** This document is obtainable separately, and Bidders shall obtain their own copies.
- (d) **The Model Preambles of Trades as recommended and published by the Association of South African Quantity Surveyors edition 1999**
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Bidders shall obtain their own copies.
- (f) In addition Bidders are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Bidder to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,
  - ii) SANS 1921:2004 Construction and Management
    - Part 1: General Engineering and Construction Works;
    - Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor;
  - iii) BOARD NOTICE 86 OF 2010, CIDB, STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT May 2010

The Bid Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Bid Notice, upon payment of the deposit stated in the Bid Notice.

**F.1.4 The Employer's agent is:**

Name : VHB Associates  
Address : Suite 1 Bisset House, 48 Bisset Street, Port Shepstone 4240  
Tel. : 039 032 0003 Fax: 086 577 7713  
Contact Person: Vinodh Bridglall  
e-mail address : vhb@vhbassociates.co.za

**F.2.1 Eligibility**

A Bidder will not be eligible to submit a Bid if:

- (a) the Contractor submitting the Bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Bidder does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Bid is insolvent, in receivership, 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 the foregoing;
- (d) The Bidder does not comply with the legal requirements stated in the

B1.2 BID DATA

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- (e) Employer's procurement policy;
- (f) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (g) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

Only those Bidders who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation **6 GB OR HIGHER** as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit Bids for this contract.

Joint ventures are eligible to submit Bids provided that:

- (h) every member of the joint venture is registered with the CIDB;
- (i) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

**F.2.7 Site visit and Clarification**

**F.2.12 Alternative Bids (Same specification to be used)**

If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such an alternative Bid offer are:

- (a) Individual items  
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs  
Where a Bidder desires to submit alternative Bid involving modifications to the design or method of construction that would alter the character of the Bid, the following procedure must be observed:
  - (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the Bided alternative, otherwise the offer will not be considered;
  - (ii) Any alternative Bid involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
  - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus Bided for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:

Changes in design parameters ordered by the Principal Agent;

B1.2 BID DATA

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- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Principal Agent.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The Bidder will be liable for all costs necessary for the Principal Agent to check the alternative design offered

**F.2.13 Submitting a Bid Offer**

F.2.13.1 Bid Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.

F.2.13.3 Bid offers shall be submitted as an original only.

F.2.13.5 Delivery of Bid

All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by no later than **12H00 on the of 22 June 2026** after which they will be opened.

All tenders must be clearly marked the Name of the project and Reference number indicated above.

**Identification details: MAINTENANCE OF MUNICIPAL BUILDING – MAIN OFFICE (PHASE 1)**

**Contract No.: WMM LM 000100 MMB**

**F. 2.15 Closing Time**

The closing time for submission of Bid Offers is **12h00**, on **of 22 June 2026**

Telephonic, telegraphic, telex or electronic Bids will not be accepted.

**F. 2.16 Bid validity**

The Bid Offer validity period is 90 days from the closing time for submission of Bids.

**F.2.19 Inspection, tests and analysis**

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

**F.2.22 Return of Bid Documents**

Not applicable.

**F.2.23 Certificates**

The following certificates must be provided with the Bid:

1. Company / CC / Trust / Partnership registration certificates
2. ID certificate(s) of all directors, members and/or shareholders
3. An original valid Tax clearance issued by the South African Revenue Services
4. VAT Registration Certificate
5. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
6. Skills Development Levy Certificate
7. Joint venture agreement and power of attorney in case of joint ventures.
8. Contractors CIDB registration certificate.
9. Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.
10. Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS (Joint Venture bidders must produce a combine B-BBEE status level verification)
11. Contractor's Health and Safety Declaration

**F.3.4 Opening of Bid Submissions**

The time and location for opening of the Bid offers are:12h00

Time: **12:00** Date: **22 June 2026**

All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za)

All tenders must be clearly marked the Name of the project and Reference number indicated above.

**F.3.11 Evaluation of Bid Offers**

F.3.11.1 The procedure for evaluation of responsive Bid Offers will be Method 4: Financial Offer, Quality and Preferences.

Evaluation will be done using a two-stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive bids will be Method 4 with the 80/20 Preference Point System. Bids shall be scored for quality on stage one only to pre-qualify bids and only those bids that meet the specified minimum 60% total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Points System.

**F.3.11.5 Method 4: Financial Offer, Quality and Preferences**

The score for quality will be calculated based on the assessment of the submitted returnable and as per the score card below.

The score for quality is to be calculated using the following formula:

$$Wq=W2xSo/Ms$$

where:

W2 is the percentage score given to quality and equals 100

So is the score for quality allocated to the submission under consideration

Ms is the maximum possible score for quality in respect to the submission, which equals 70

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The evaluation criteria for quality must comprise of the details as per the table below:-

**FUNCTIONALITY**

Functionality will be evaluated based on the following criteria and bidders who failed to score a minimum functionality assessment of 70% will be considered non-responsive and will not be evaluated further:

<b>EVALUATION CRITERIA</b>		
<b>EXPERIENCE</b>	<b>POINTS</b>	<b>MAXIMUM POINTS</b>
<ul style="list-style-type: none"> <li>Experience in the construction of at least 6 and above similar projects to the value of R 4 000 000.00 or above each</li> </ul>	<b>40 points</b>	<b>40 Points</b>
<ul style="list-style-type: none"> <li>Experience in the construction of at least 4 to 5 similar projects to the value of R 4 000 000.00 or above each</li> </ul>	<b>20 Points</b>	<b>20 Points</b>
<ul style="list-style-type: none"> <li>Experience in the construction of at least 2 to 3 similar projects to the value of R 4 000 000.00 or above each</li> </ul>	<b>10 points</b>	<b>10 Points</b>
<ul style="list-style-type: none"> <li>Experience in the construction of 0 to 1 similar project to the value of R 4 000 000.00 or above each</li> </ul>	<b>0 points</b>	<b>0 points</b>
<ul style="list-style-type: none"> <li>Bidder has submitted no information or inadequate information to determine the scoring level</li> </ul>	<b>0 Points</b>	<b>0 Points</b>
<b>(Attach Signed Appointment letter, Signed Reference Letter that are not more than 3 Months old and Completion Certificate for each project claimed)</b>		
<b>KEY PERSONNEL</b>		
<b>Description</b>	<b>Points</b>	<b>Max Points</b>
<b>Description</b>		<b>30</b>
<ul style="list-style-type: none"> <li><b>Construction Manager/ Contracts Manager</b></li> <li>- NQF level 6 qualification Graduate in Civil Engineering or Construction Management with 10 years' experience in Earthworks/Civil Project and</li> </ul>	<b>15 Points</b>	<b>15 Points</b>

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<p>construction works (of which at least 3 years' experience must be in construction of office buildings and ablutions, indicate names of office buildings and ablutions, and municipalities for verification purposes) and is registered with SACPCMP as Professional Construction Project Manager, must have NQF Level 6 of accreditation in Labour Intensive Construction Method.</p>		
<ul style="list-style-type: none"> <li>• <b>Site Agent (must be a permanent employee of the bidder's company)</b>  NQF level 6 qualification Graduate in Civil Engineering or Construction Management with 6 years' experience in Earthworks/Civil Project and construction works as a site agent (of which at least 3 years' experience must be in construction office buildings and ablutions, , indicate names of office buildings and ablutions, and municipalities for verification purposes) and is registered with SACPCMP or ECSA as Professional, must have NQF Level 5 of accreditation in Labour Intensive Construction Method.</li> </ul>	<p><b>10 Points</b></p>	<p><b>10 Points</b></p>
<ul style="list-style-type: none"> <li>• <b>Site Foreman (must be a permanent employee of the bidder's company)</b>  - Site foreman with a minimum experience of 5 years as a Site foreman (of which at least 3 years experience must be in construction of office buildings and ablutions, indicate names of sport facilities and municipalities for verification purposes), NQF level 6 in Civil Engineering or must have NQF Level 5 of accreditation in Labour Intensive Construction Method.</li> </ul>	<p><b>5 Points</b></p>	<p><b>5 Points</b></p>
<p>NB: Bidder has submitted no information or inadequate information to determine the scoring level or has experience less than the required minimum years.</p>	<p>0 Points</p>	<p>0 Points</p>
<p><b>The bidder must submit CV, Qualifications, and relevant certificates (in terms of NQF Level of accreditation in Labour Intensive Construction Method for the purpose of point allocation).</b></p>		
<p><b>PLANT AND MACHINERY OF THE BIDDER</b></p>		
<p><b>Description</b></p>	<p><b>Points</b></p>	<p><b>Max Points</b></p>
<p>The bidder owns a TLB (10 points), 1 Concrete Mixer(10 points and Small Tools (10 points)</p>	<p><b>30 Points</b></p>	<p><b>30 Points</b></p>

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<p><b>NB: Certificate of ownership to be attached (NATIS), Natis certificates to indicate ownership by the bidder</b></p>		
<p>The bidder owns a TLB (5 points), 1 Concrete Mixer (5 points and Small Tools (5 points)</p>	<p><b>15 Points</b></p>	<p><b>15 Points</b></p>
<p>The bidder has not submitted any proof of ownership and has not submitted any lease agreement (intent) with the supplier of machinery</p>	<p><b>0 Points</b></p>	<p><b>0 Points</b></p>
<p><b>NB: Original lease intent agreement signed by both the bidder and his/her supplier of machinery (contact details of the supplier to be attached), Natis certificates indicating ownership of such plant/equipment by lesser</b></p>		
<p><b>TOTALS</b></p>		<p><b>100 POINTS</b></p>

THE MUNICIPALITY reserves the right not to accept the lowest tender or any tender, late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal any tender or to furnish reasons for its decisions.

**Tenderers that score less than 70% of the points will *not* be considered further.**

B1.2 BID DATA

**NB: Bidders are required to submit supporting documents to score full point**

- a) Bidders qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive Bids (Price and preferences). The weighting of Bid price and preferences of the Bidder will be done by way of a point system:

For Contracts exceeding a point value of R 50 000 000-00

- 90 points are assigned to price; and
- 10 points are assigned to preferences.

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

$$Nfo = W1 \times Pm/P$$

Where:

- Nfo = number of Bid evaluation points awarded for the financial offer;
- W1 = 90 points for rand value over R 50 000 000-00;
- Pm = the rand value of the lowest comparative offer;
- P = the rand value of the Bid Offer under consideration.

- b) Scoring Preferences

The Bidder is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also [www.sanas.co.za](http://www.sanas.co.za) for details of accredited Verification Agencies.

Up to 10 Bid evaluation points will be awarded to Bidders who submit responsive Bids and who are found to be eligible for the preference claimed. Points are based on a Bidder's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2009) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a Bidder's B-BBEE status level of contributor and summarised in the table below:

**Table F.2: Preference Points based on B-BBEE status level of contributor**

Status Level of contributor	Scorecard	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)
1	≥ 100 points	10	20
2	≥ 85 but < 100 points	9	18
3	≥ 75 but < 85 points	8	16
4	≥ 65 but < 75 points	5	12
5	≥ 55 but < 65 points	4	8
6	≥ 45 but < 55 points	3	6
7	≥ 40 but < 45 points	2	4

B1.2 BID DATA

8	≥ 30 but < 40 points	1	2
Non-compliant Contributor	< 30 points	0	0

Eligibility for preference points is subject to the following conditions:

- a) A Bidder's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L;
- c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
- d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Bid closing date (see Bid Data F.2.15); and
- e) Compliance with any other information requested to be attached to Returnable Schedule L.

**Total Scores for Financial and Preference**

The points scored for a Bidder in respect of Price must be added to the points scored for the B-BBEE preferences. Only the Bid with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the Client.

**F.3.12 Acceptance of Bid Offer**

**F.3.12.1 Bid offers will only be accepted on condition that:**

- (a) The Bid offer is signed by a person authorised to sign on behalf of the Bidder;
- (b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the Bid invalid.
- (b) A valid original Tax Clearance Certificate is included with his Bid;
- (c) Bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his Bid submission;
- (d) A Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid;
- (e) The Bidder or a competent authorised representative of the Contractor who submitted the Bid has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the Bid has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of Bids.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his Bid submission;
- (h) The Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges

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B1.2 BID DATA

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- (i) The Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (j) The Bidder has not:
  - (i) Abused the Employer's Supply Chain Management System; or
  - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13 **Copies of Contract**

The number of paper copies of the signed contract to be provided by the Employer is O

C2.1 PRICING INSTRUCTIONS

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**C2 PRICING DATA**

C2.1 PRICING INSTRUCTIONS

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## C2.1 Pricing Instructions

### 1 GENERAL

- 1.1 The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- 1.2 The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective bidders to price for all eventualities.

### 2 Error! Reference source not found.

- 2.1 Priced items are deemed to include all costs, overheads and profit. The **principal agent** may instruct the **contractor** to adjust prices which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies. Such adjustments shall be effected to the approval of the **principal agent** and shall not change the **contract sum**.
- 2.2 It will be assumed that prices included in the Error! Reference source not found. are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
- 2.3 The Error! Reference source not found. is not intended for the ordering of materials. Any ordering of materials, based on the Error! Reference source not found., is at the Contractor's risk

### 3 VALUE ADDED TAX

- 3.1 The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Error! Reference source not found. must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

### 4 CONTRACT DOCUMENT

- 4.1 The agreement is based on the JBCC Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Error! Reference source not found. are recited.
- 4.2 Preliminary and general requirements are based on the JBCC Series 2000 Preliminaries, prepared by the Joint Building Contracts Committee, May 2018. The additions, deletions and alterations to the various parts of these JBCC Preliminaries as well as the contract specific variables are as stated in the Contract Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Error! Reference source not found. are recited
- 4.3 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Error! Reference source not found.. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

C2.1 PRICING INSTRUCTIONS

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**5 DRAWINGS**

- 5.1** The drawings listed in the Scope of Works, used for the setting up this work, are kept by the architect and can be viewed at any time during office hours up until the completion of the works

**C2.1 PRICING INSTRUCTIONS**

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**C2.2 BILLS OF QUANTITIES**

Item No		Quantity	Amount R
	<p><b><u>SECTION ONE</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>NOTES TO PRELIMINARIES</u></b></p> <p>1.0 These Preliminaries comprise the following:</p> <p>1.01 Part A - The JBCC Principal Building Agreement Edition 6.2 May 2018 as amended by these bills of quantities</p> <p>1.02 Part B - The JBCC General Preliminaries Edition 6.2 May 2018 as amended by these bills of quantities</p> <p>1.03 Part C - Additional Preliminaries to meet the particular circumstances of this project</p> <p>2.0 Where references are made to clauses in any of the above sections, they will be identified by the prefix A, B or C followed by the clause number.</p> <p>3.0 Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not applicable to this contract, such modifications / corrections or additions as are necessary, are given as far as possible under each relevant clause heading.</p> <p>4.0 No claim whatsoever shall be entertained in respect of errors or omissions in pricing due to brevity of descriptions of items in these bills of quantities which are fully described when read in conjunction with the relevant clauses of the said Preliminaries and Preambles.</p>		
	<b>Carried Forward</b>		R
	<p>Section No. 1            Bill No. 1            P&amp;Gs - Part A</p>		

<p style="text-align: right;"><b>Brought Forward</b></p> <p>5.0 The tenderer shall allow opposite each of the clauses whatever costs and charges he may consider necessary for the carrying out, complying with and due observance of the provisions, conditions and requirements set out herein.</p> <p>Only priced items will be considered in respect of any adjustment of this section. Any items left unpriced shall be deemed to be covered against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.</p> <p>6.0 Where modifications or amendments as described are made, such modifications and/or amendments shall supersede any conflicting provision in the relevant clauses of the Principal Building Agreement and the tenderer shall make due allowance for whatever costs and charges he may consider necessary for the carrying out and observance of the provisions of the clauses as modified and/or amended.</p> <p>7.0 Any item not applicable to this contract is marked N/A.</p> <p>8.0 Should the contractor select Option A in terms of clause D4.0 in the Contract Data for the purpose of adjustment of the 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).</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>PART A - PRINCIPAL BUILDING AGREEMENT</u></b></p> <p>Clause 1.1 The following definition is amended:</p> <p style="padding-left: 40px;">The definition of practical completion is amplified by the addition of the following after the words "for the intended purpose"</p> <p style="padding-left: 40px;">"and without derogating from the generality of the foregoing, the works and sections thereof shall not be considered to be complete or be capable of being effectively used for the intended purpose, and shall accordingly not be considered to have reached a state of practical completion, if any of the specific requirements as recorded in the Contract Data have not been met"</p> <p>Clause 1.2 is amended by the addition of the following clauses:</p> <p>1.2.6 "No waiver or relaxation of any of the provisions or terms of this <b>agreement</b> (or any <b>agreement</b> or other document issued or executed pursuant to or in terms of this <b>agreement</b>) shall operate as an estoppel against a <b>party</b> in respect of any of its rights in terms of this <b>agreement</b>. No failure by a <b>party</b> to enforce any provision of this <b>agreement</b> shall constitute a waiver of such provisions or affect in any way such <b>party's</b> rights to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself"</p> <p>1.2.7 "If the contractor constitutes a joint venture consortium or other unincorporated grouping of two or more persons:</p> <p style="padding-left: 40px;">1.2.8.1 these persons are deemed to be jointly and severally liable to the employer for the performance of this agreement;</p> <p style="padding-left: 40px;">1.2.8.2 these persons shall notify the employer of their leader who has authority to bind the contractor and each of these persons; and</p> <p style="padding-left: 40px;">1.2.8.3 the contractor shall not alter its composition or legal status without the prior written consent of the employer"</p> <p>Clause 2.0 is amended by the addition of the following clauses:</p> <p>2.5 Health and Safety Specification - the contractor shall comply with the requirements of the Occupational Health &amp; Safety Act (85/1993) as</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>amended by Occupational Health &amp; Safety Amendment Act (181/1993) and the July 2014 Construction Regulations (refer Clause 8 Section One hereof). The employer will appoint an independent safety officer who will, in consultation with the contractor, draw up and agree the construction phase health and safety plan / specification. This health and safety specification will form an integral part of the principal contract document (making up Annexure "M") and will be copied to all subcontractors for inclusion, as modified, within their respective scope of works</p> <p>2.6 The contractor acknowledges that the undertaking given in this clause constitutes an agreement in terms of Section 37/20 of the Occupational Health &amp; Safety Act and its regulations, whereby all responsibility for health and safety matters relating to the services performed under this agreement shall be the obligation of the service provider. The contractor shall comply with all the laws and regulations which may be relevant to the services performed under this agreement, it being recorded that the presence of the contractor's employees, representatives, authorised subcontractors, machinery, plant equipment and vehicles at the employer's premises shall always be subject to the provisions of the OHS Act and of all other relevant legislation, codes of practice, directives, health and safety rules and security measures and will adhere to and obey all directives and instructions given by the employer in this regard.</p> <p>2.7 Environmental Impact Assessment Regulations - the contractor shall comply with Regulations 1182 and 1183, 1997.</p> <p>2.8 Noise Control Regulations - the contractor shall comply with Regulations 1999</p> <p>2.9 The employer reserves the right to pay direct (i.e. not through the contractor) for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the selected subcontract bill / section hereof. In the event of the employer paying direct for these charges, the contractor will not be entitled to a ten percent (10%) mark-up in terms of Clause A26.4. All such provisional amounts included in the contract sum will be omitted.</p> <p>2.10 The <b>employer</b> and their <b>agents</b>, will not engage directly or indirectly with any Business Forums, local labour groups or any other similar entities (hereafter collectively referred to as Business Forums). Any discussions and / or negotiations with such Business Forums shall be conducted between the <b>contractor</b> and the Business Forum at their</p>	R	
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<p style="text-align: right;"><b>Brought Forward</b></p> <p>own discretion. The <b>contractor</b> is to ensure that the site and the access to the site remains a safe working environment for themselves, their subcontractors, the <b>employer</b> and their agents. The <b>contractor</b> shall appoint a Community Liaison Officer (CLO) to assist with any and all negotiations with the Business Forums as is appropriate. The <b>contractor</b> is to submit a copy of the appointment letter for the CLO to the <b>Principal Agent</b> prior to the commencement of any discussions and / or negotiations with the Business Form.</p> <p>Tenderers are advised that notwithstanding any provisions to the contrary contained in the <b>contract</b>, pending the circumstances an extension of time without cost may be granted at the <b>Principal Agent's</b> discretion in the event that a Business Forum prevents, for any reason, normal construction activities from being carried out on site. No claims will be entertained due to variances in the expected production and / or quality achieved by any subcontractor appointed following engagement with a Business Forum. The <b>contractor</b> will remain responsible for providing adequate supervision of all labour, and will remain responsible for the production and quality of work produced. All costs associated with this clause are to be priced accordingly and included in their preliminaries.</p> <p>Clause 5.0 is amended as follows :</p> <p>i) Clause 5.6 is amended by the addition of the following at the end thereof:</p> <p>"Outside of this, the contractor shall be deemed to have made appropriate allowances for plotting and printing of construction information for itself and for issuing to subcontractors"</p> <p>ii) The addition of Clause 5.7</p> <p>"All contract drawings for this project will be issued electronically and the contractor shall be deemed to have received such contract drawings on the date that such contract drawings have been dispatched electronically"</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1        Bill No. 1        P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Clause 6.5 is amended by deleting the last sentence thereof. The contractor shall have no opportunity to reasonably object on the employers appointment of another principal agent.</p> <p>Clause 7.0 is amended as follows :</p> <p>i) Clause 7.1 is amended by the addition of the following :</p> <p>Notwithstanding the provisions of Clause 7.1 hereof, where the contractor undertakes the design responsibility of any aspect of the works, he shall, in accordance with Annexure "H" hereof, indemnify and hold free the employer and his agents from responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, etc., to the extent undertaken by the contractor. In such instance and with regard to those aspects of work as listed on Annexure "H", the provisions of Clause 7.0 shall not apply.</p> <p>In respect of design responsibility undertaken by any nominated or selected subcontractor, such subcontractor shall similarly, in accordance with Annexure "I" hereof, indemnify and hold free the employer, his agents and the contractor from responsibility for any claim or proceeding whatsoever due to fault in the design, detailing, calculations, etc., to the extent undertaken by the subcontractor.</p> <p>ii) The addition of Clause 7.4</p> <p>"If the contractor fails to obtain the necessary design warranties and/or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the contractor"</p> <p>Clause 9.2.7 is amended as follows:</p> <p>Following the words principal agent, the following is to be added:</p> <p>The Contractor shall act with due care or diligence in accordance with the contractual obligations and shall under no circumstances be relieved or indemnified in any manner whatsoever should the contractor have acted negligently or without the required skill, due care and diligence.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Clause 10.0 is amended by the addition of the following:</p> <p>10.12 The contractor shall effect, as a minimum, the following insurances:</p> <ul style="list-style-type: none"> <li>a) Insurance to comply with the provisions of the Compensation for Occupational Injuries and Diseases Act 1993.</li> <li>b) Employers Liability Insurance for no less than R10 million</li> <li>) All risks cover on all construction plant and allied equipment including site huts and temporary accommodation including plant and machinery hired, leased or loaned. The Employers interests are to be noted. Furthermore the contractor shall effect and maintain for the duration of the contract Motor Vehicle Liability Insurance company:</li> <li>d) Insurance in accordance with the Multilateral Motor Vehicle Accident fund No 93 of 1989 as amended.</li> <li>e) Balance of Third Party Motor Risks including passenger Liability</li> </ul> <p>10.13 Where called upon to do so, the party/ies responsible for effecting the various insurances, shall complete the relevant sections of Annexure "K" - "Declaration Of Insurance" attached</p> <p>Clause 12.0 is amended as follows:</p> <ul style="list-style-type: none"> <li>i) Clause 12.2.1 shall be amended by the addition of the following:           In addition, the contractor shall acquaint himself with any limitations or restrictions on working space, any restrictions imposed by existing buildings adjoining the site, any restrictions imposed by any authorities and any limitations on the availability of water, power and sewerage facilities.           Access to the works shall be strictly confined to that permitted by the principal agent. The contractor shall be solely responsible for maintaining such access and reinstating same upon completion. No claim whatsoever shall be entertained due to the access not being trafficable due to weather conditions and the like.           No claims for extras arising from the contractor having failed to comply with this clause will be entertained.</li> <li>ii) Clause 12.2.2 shall be amended by replacing the phrase "...fifteen (15) working days..." in the first sentence with the phrase "...seven (7) working days..."</li> <li>iii) Clause 12.2.6 is deleted in its entirety and replaced with the</li> </ul>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>following:-</p> <p>Immediately on award of the contract and prior to commencement on site, the contractor, in conjunction with the principal agent, shall agree the working programme covering the first month of the construction period. During the course of the first month of the construction period, the contractor shall prepare and draw up for the principal agent's approval, a working programme for the balance of the works in accordance with the dates given herein, for possession, sectional completion and practical completion and shall be in sufficient details to enable the principal agent to monitor the progress of the works.</p> <p>The principal agent shall have the right to modify such programme to accommodate changes necessary, in his opinion, for co-ordinating the project as a whole. Any cost implications relating to such modification, shall be dealt with in accordance with the provisions of the agreement.</p> <p>The contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme, and the implementation thereof.</p> <p>The programme shall be compiled based on the critical path method of programming and the critical activities are to be clearly highlighted.</p> <p>Documentation will not be available in complete detail at the commencement stage. However the contractor, in consultation with the principal agent, shall plan the works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail, without disrupting the basic logic as initially agreed.</p> <p>The quantities contained in this document are provisional and shall be utilized as a guide only for the drawing up of the programme.</p> <p>Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the contractor and the principal agent, and suitably recorded in the programme.</p> <p>Should circumstances change to the extent where the contractor is of the opinion that changes to the programme are required, then the contractor shall submit a written request to the principal agent for such changes, clearly identifying the reasons for requiring such change. The contractor and principal agent shall thereafter agree such changes, if any.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Should the principal agent be of the opinion that the programme requires revisions, and notwithstanding the fact that a request for such revision has not been received from the contractor, the principal agent shall be entitled to instruct the contractor to revise the programme accordingly, unless the contractor can submit reasonable justification for not doing so.</p> <p>Any acceleration and/or special measures sanctioned by the principal agent together with associated effects shall be incorporated in a revision to the programme.</p> <p>The contractor and the principal agent shall, at regular intervals not exceeding two weeks, agree the state of progress of the works relative to the latest agreed revision of the programme. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.</p> <p>In addition to and based on the programme systems and format dictated above, the contractor shall devise detailed working programmes. These shall be drawn on a regular basis (at least monthly), to the satisfaction of the principal agent.</p> <p>Such working programmes shall at all times relate to the constraints of the current programme.</p> <p>iv) Clause 12.2.10 is deleted in its entirety.</p> <p>v) Clause 12.2.13 is amended by the addition of the following:</p> <p>The names and CV's of the contractor's proposed management team(Including but not limited to Contracts manager, site agent, foreman, MEPDF Coordinator etc shall be submitted to the principal agent prior to commencement on site and, after the principal agent's agreement on the composition and competence thereof has been obtained, no changes shall be made nor shall any member of the said team be removed from the project while remaining in the employ of the contractor, without the principal agent's prior written approval.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>vi) Clause 12.2.18 is amended by the addition of the following:</p> <p>The contractor shall erect, maintain, alter as necessary and remove at completion:</p> <p>1.0 Offices accommodation for meetings held on site as per the following requirements:</p> <ul style="list-style-type: none"> <li>• Office to be air conditioned</li> <li>• Scanner</li> </ul> <p>2.0 The following equipment / information is to be provided and maintained for use of the professional team:</p> <ul style="list-style-type: none"> <li>• A3 lever arch file with the latest full set of Architectural, civil, structural, electrical, mechanical and fire drawings.</li> </ul> <p>3.0 One main notice boards of an approved design as instructed by the principal agent.</p> <p>4.0 The contractor shall have on site available additional hard hats, reflective vests (PPE equipment) as necessary in the event the Clients visitors should visit site.</p> <p>vii) The addition of the following clauses</p> <p>12.2.22 "The <b>contractor</b> shall designate a competent person to administer, control and regularly update <b>subcontractor's</b> delivery schedules, long lead items, shop drawing schedules, material / technical submittals, samples submittals and document submittals. This person shall be based full time on <b>site</b> for the <b>construction period</b>"</p> <p>12.2.23 "The <b>contractor</b> shall have a suitably qualified and experienced mechanical, electrical, plumbing and fire services (MEPDF) coordinator as part of the <b>contractor's</b> site management team. This coordinator shall be available once major mechanical, electrical, plumbing and fire services (MEPDF) <b>subcontractors</b> have been appointed and must be based full time on site from commencement of first fix installation inside the buildings up to and including the date of <b>practical completion</b>"</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Clause 13.2 is amended by the addition of the following clauses:</p> <p>13.2.5 "The <b>contractor</b> shall notify the <b>principal agent</b> if any encroachment of adjoining foundation, buildings, structures, pavements, boundaries, services, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments"</p> <p>13.2.6 "The <b>contractor</b> shall continuously perform tolerance control checks throughout the <b>construction period</b> and report on these at regular intervals to the <b>principal agent</b> in a format approved by the <b>principal agent</b>"</p> <p>13.2.7 "Should the <b>contractor</b> fail to comply with this requirement to the satisfaction of the <b>principal agent</b>, progressively as the <b>works</b> is constructed, the <b>employer</b> shall be entitled to commission other parties to do so on the <b>contractor's</b> behalf and at the contractor's expense. The <b>contractor</b> shall provide general attendance and all reasonable assistance to such parties"</p> <p>Clause 16.0 is amended as follows :</p> <p>(i) Clause 16.1.1 is amended by adding the words "...employer's employees or tenants..." after the word "...direct contractor..." in the first sentence, and by the addition of the following wording:</p> <p>In addition, the employer shall have the right to send his own employees or direct contractors on to the works for the purpose of installing tenant installations and requirements and any other special installations and systems. The contractor is to allow against the relevant items as described in this Clause, for any costs, as no additional claims will be entertained due to the presence on the works of such direct contractors, employers, employees or tenants.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>(ii) Clause 16.1.2 is amended by the addition of the following wording :</p> <p>The contractor shall not be entitled to any percentage profit or discount on the value of any work executed by direct contractors but shall nevertheless allow these direct contractors and the employer's employees to have access to the works, allocate reasonable space in the building for the storage of their materials, tools and equipment, and co-ordinate via the principal agent, the work of such direct contractors as necessary, all to the satisfaction of the principal agent. The contractor shall allow the direct contractors, etc., to use free of charge, the latrine accommodation and water and power supply on the site, and shall not in any way hinder or prevent the execution of their work.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>(iii) The addition of the following Clause 16.1.4:</p> <p>The contractor is advised that the following works may be carried out by the employer and / or his direct contractors and/or the employer's employees whether contained in this agreement or not, and/or tenants and the value of such work is not included in the principal building agreement:</p> <p>Furniture        Curtaining        PABX system        Radio and television installation, slot bases, etc.        Kitchen and catering equipment        Computer installations, data cabling, etc        Artwork, paint murals, etc.        Burglar alarm, security and access control installations        Public address installation        Signage, graphics and the like in public areas        Standby generators        Refrigeration equipment and refrigeration piping        Specialist lighting other than that provided by the electrical subcontractor        Closed circuit television installation        Energy management systems        Installations carried out by the employer in the normal course of his business        Landscaping and irrigation        LPG gas        MATV system        UPS        Point of sale equipment and installation        PV installation</p> <p>The contractor should allow for early occupation for the installation of these facilities, specifically computer rooms(s), to enable the direct contractors to finish their first and second fix items on or before practical / sectional completion of the works.</p> <p>A detailed schedule indicating the anticipated early occupation dates for the various items shall be agreed between the contractor and the principal agent.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1        Bill No. 1        P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>iv) The addition of the following Clauses:</p> <p>16.1.5 "Designate an area for the <b>direct contractor</b> to establish a temporary office and workshop and storage of equipment and materials"</p> <p>16.1.6 "Allow the use of personnel welfare facilities, where provided"</p> <p>16.1.7 "Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation"</p> <p>16.1.8 "Permit the <b>direct contractor</b> to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the <b>site</b>"</p> <p>Clause 17.0 is amended by the addition of the following clauses:</p> <p>17.1.21 Acceleration</p> <p>17.6 Contract Instructions issued by the principal agent or delegated agent. The contractor is required to scan and email all contract Instructions to the Principal agent, Architect and Quantity surveyor, and/or all services consultants where applicable within 24 hours of receipt of said instruction, if this procedure is not strictly adhered to, payment of such instruction will not be certified accordingly.</p> <p>The contractor shall record all instructions and report same in weekly Contract Instruction tracking schedules issued to the principal agent. The principal agent shall determine the Contract Instruction format and only contract instructions issued on the agreed format shall be recognised.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Clause 19.3 is amended by the addition of the following Clause:</p> <p>19.3.5 "Notwithstanding the provisions of Clauses 19.3.1 and 19.3.2 any defects occurring after the issue of the list for practical completion requiring remedial work that will in the opinion of the principal agent cause disruption, will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent"</p> <p>Clause 19.6 is deleted and replaced by the following Clause:</p> <p>19.6 "If the <b>contractor</b> does not achieve <b>practical completion</b> by the applicable date for <b>practical completion</b>, then the <b>employer</b> may with the prior written <b>agreement</b> of the <b>contractor</b> (which shall not be unreasonably delayed or withheld), be entitled to take possession, in its entirety or parts thereof of the <b>works</b> and the <b>site</b>. The employer shall occupy and operate the building as if practical completion has been achieved, (but <b>practical completion</b> shall not be deemed to have taken place and the applicable certificate of <b>practical completion</b> shall not be issued)</p> <p>Such possession, occupation and operation by the <b>employer</b> shall not in any way whatsoever diminish or reduce the <b>contractor's</b> responsibility in terms of this <b>agreement</b> which in this event shall continue to be applied as if <b>practical completion</b> had not been achieved save that the <b>penalty</b> as contained in the <b>contract data</b> shall be reduced. The reduction in penalty will be calculated based on the revenue generating area being taken prior to the achievement of practical completion expressed as a percentage of the total revenue producing area.(Definition of revenue producing area is to be in strict compliance with SAPOA).The <b>contractor</b> shall complete the works in a manner which will least interfere with the <b>employer's</b> occupation and operation of the building, including working after hours, if necessary"</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Clause 21.0 is amended by the addition of the following clauses:</p> <p>21.6.3 The contractor shall complete the items on the list for completion and list for final completion by the expiry of the defects liability period, ninety (90) calendar days from the date of practical completion achievement.</p> <p>Should the contractor not complete the list for completion or list for final completion within the time frame 90 days from Practical Completion), a penalty of five thousand rand (R 5 000 ex Vat) per calendar day shall be applied until achievement of final completion and issuance of the final completion certificate.</p> <p>The contractor shall be responsible to complete all items on the list for completion and list for final completion, failing which, the penalty shall be applied in full and shall remain in full force and effect until achievement and issuance of the final completion certificate.</p> <p>21.13 The certificate of final completion will not be issued until the as built drawings, guarantees and maintenance instructions/manuals in terms of Clause C5.1 hereof has been lodged and approved to the satisfaction of the principal agent and client.</p> <p>Clause 23.0 is amended as follows :</p> <p>i) Clause 23.2.12 is deleted in its entirety.</p> <p>ii) Clause 23.1.1 shall be amended by the addition of the following:</p> <p>Revision to the date of practical completion in respect of adverse weather conditions will only be considered by the principal agent, to the extent that the actual recorded adverse weather on site affected work on a critical activity during the course of the contract.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1        Bill No. 1        P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>ii) Clause 23.4.2      Twenty (20) working days shall be replaced with ten (10) working days.</p> <p>iii) Clause 23.5      Forty (40) working days shall be replaced with Twenty (20) working days.</p> <p>iv) The addition of the following clauses</p> <p>23.9 "Revision to the date for <b>practical completion</b> shall only be considered when work on the critical path of the approved <b>programme</b> for the <b>works</b> is delayed"</p> <p>23.10 "Notwithstanding anything to the contrary, the <b>contractor</b> shall not be entitled to a revision to the date for <b>practical completion</b> for delays arising from Municipal or other interruptions in energy supply to the <b>site</b>"</p> <p>23.11 "Irrespective of whether or not the <b>principal agent</b> rules that the <b>contractor</b> is entitled to a revision of the date for <b>practical completion</b>, the <b>principal agent</b> shall nevertheless at any time, be entitled to issue a <b>contract instruction</b> to accelerate the progress of the remaining <b>work</b>, to ensure that the works are completed by the date for <b>practical completion</b></p> <p>Upon receipt of such instruction, the <b>contractor</b> shall take necessary steps to ensure that the <b>works</b> are completed timeously, including the provision by him of additional resources, plant, manpower, etc and the working of overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The <b>contractor</b> shall prove that such steps are being taken if called upon to do so</p> <p>The <b>contractor's</b> entitlement to compensation arising out of or in respect of any revision to the date for <b>practical completion</b> that may have been granted by the <b>principal agent</b>, or alternatively, where the <b>principal agent</b> has instructed the <b>contractor</b> to accelerate shall be adjudicated strictly in terms</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1      Bill No. 1      P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>of Clause 26.9.4 hereof.</p> <p>23.12 For the avoidance of doubt, any extension to a Contractual Completion Date shall be reduced to the extent of any concurrent delay for which the Contractor is responsible. The burden of proof rests upon the Contractor in order to prove his delay when an event would have occurred on the critical path showing effect to time and completion</p> <p>23.13 The Contractor is to clearly show and indicate in a line item or several in the programme, the Terminal Float allowance for the project. The Terminal Float belongs to the project and not either party being the Employer and/or the Contractor. The Contractor will provide a detailed Returnable schedule stipulating the Terminal Float duration provisions and what events are foreseen to be covered under the Terminal Float including Contractor’s Risk, any Project Risk that a reasonable and experienced Contractor can foresee on the project. The Principal Agent and the Contractor will agree on the conditions set out that will reduce the Terminal Float. The Terminal Float will be managed by the Contractor and Principal Agent at agreed intervals on the reporting period stipulated where, any delays to the project that has been incurred during the reporting period will be assessed based on the stipulated conditions of float adjustment as set out in the terms agreed by the principal agent and contractor. This will then be agreed between the Principal Agent and the Contractor that the Terminal Float will be reduced (provided such justification complies) in order to meet the Contractual Completion Date.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>Clause 25.0 is amended as follows :</p> <p>i) Clause 25.3.2 shall be amended by adding the following:</p> <p style="padding-left: 40px;">Application by the contractor for the inclusion of materials and goods in an interim payment certificate shall be set out in accordance with Annexures "E" and "F" hereof, separating materials and goods into the work groups as defined in the CPAP (if applicable).</p> <p>ii) Clause 25.10 shall be amended replacing the phrase "...fourteen (14) calendar days..." in the first sentence with the phrase "...twenty one (21) calendar days...".</p> <p>iii) Clause 25.10 shall further be amended by the addition of the following at the end of this clause:</p> <p style="padding-left: 40px;">"subject to the <b>contractor</b> giving the <b>employer</b> a <b>tax</b> invoice for the amount due"</p> <p>iv) Clause 25.13 shall be deleted and replaced with the following clause:</p> <p style="padding-left: 40px;">Clause 25.13</p> <p style="padding-left: 40px;">"The <b>contractor</b> shall pay all <b>subcontractors</b> within seven (7) <b>calendar days</b> of the due date for payment by the <b>employer</b> [CD] and provide proof thereof to the <b>principal agent</b> within five (5) <b>working days</b> of the <b>subcontractor</b> payment due date."</p> <p>v) The addition of the following clause:</p> <p style="padding-left: 40px;">29.19 "Where prices are submitted by the <b>contractor</b> or <b>subcontractor</b> during the progress of the works in respect of <b>contract instructions</b> or in regard to a claim under the terms of the <b>agreement</b> and notwithstanding the fact that such prices may be used in an interim <b>payment certificate</b>, there is to be no presumption of acceptance"</p> <p>Clause 26.0 is amended as follows:</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>i) The addition of Clause 26.2.5</p> <p>The contractor shall notify the principal agent within (5) working days of any contract instruction for which, in his opinion, reasonable compensation can not be made in terms of Clause 26.2.1 to 26.2.4.</p> <p>Failure to issue notice will mean that the contract value will be adjusted on terms of Clause 26.2.1 to 26.2.4.</p> <p>ii) Clause 26.4.1 is amended by addition of the following at the end of this clause:</p> <p>"The <b>employer</b> reserves the right to pay direct (i.e. not through the <b>contractor</b>) for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the <b>contract documents</b>. In the event of the <b>employer</b> paying direct for these charges, the <b>contractor</b> will not be entitled to a ten percent (10%) mark-up [26.4.1]. All such provisional amounts included in the <b>contract sum</b> will, as a result, be omitted"</p> <p>iii) Clause 26.6 shall be amended by replacing the phrase "...forty (40) working days..." in the first sentence with the phrase "...twenty (20) working days...".</p> <p>iv) Clause 26.9.5 is amended by the addition of the following :</p> <p>In accordance with Clause 3.4.4 of the CPAP, the value of equipment in specialist work (e.g. cooling towers, data controlled supervising equipment, etc.) and imported materials / labour requiring adjustment outside of the CPAP, are to be listed in the tender enquiry document or to be separately listed by the tenderer at the time of tender.</p> <p>For the purposes of such listing, attached Annexure "J" has been provided.</p> <p>The value of such equipment in specialist work shall be stated, together with the required basis of adjustment (e.g. SEIFSA, proven costs, etc.,) and the relevant base indices where applicable.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>In respect of imported materials / labour, the following shall be stated :</p> <ul style="list-style-type: none"> <li>• description of materials, plant, equipment, labour, etc.</li> <li>• country of origin</li> <li>• foreign currency amount and the applicable rate of exchange ruling</li> <li>• as at the date of submission of the tender</li> <li>• the cost, insurance and freight value of the imported materials,</li> <li>• etc., expressed in Rands</li> </ul> <p>At the date of acceptance of the tender, the contractor shall further provide a copy of the importation documentation / quotes, substantiating the imported values, currency, etc. as above.</p> <p>The contractor's price adjustment requirements as set out above shall be recorded in Annexure "J" hereto, failing which, it shall be deemed that all such equipment in specialist work and imported materials / labour shall be subject to adjustment in terms of the CPAP, if applicable.</p>	R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	R	

	Brought Forward	R
<p>v) The addition of the following clause:</p> <p>26.14 Tenant installations'/users' requirements delayed</p> <p>There is a possibility that certain works related to tenant installations'/users' requirements may have to be delayed and may consequently not be executed prior to practical completion</p> <p>The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission</p> <p>Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries pertinent to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works</p> <p>Clause 29.0 is amended by addition of the following clause :</p> <p>29.1.4 Provide proof of payment to <b>subcontractors</b> in terms of clause 25.13</p>		
<p>Section No. 1          Bill No. 1          P&amp;Gs - Part A</p>	<p>Carried Forward to Summary of Section No.</p>	<p>R</p>

Item No		Quantity	Rate	Amount R
	<p><b><u>PART B - GENERAL PRELIMINARIES (JBCC EDITION 6.2 MAY 2018)</u></b></p> <p>These provisional bills of quantities contain pages as scheduled in the Index.</p> <p>No alteration, erasure, amendment, note, deletion, insertion, omission or addition is to be made to this document. Any such alteration, etc., made will not be recognised, but the reading of these bills of quantities, as prepared by the quantity surveyor, will be adhered to.</p> <p>The tenderer shall check the numbers of the pages of the tender documents and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or where the contract documents contain any obvious errors, the tenderer shall notify the principal agent forthwith thereof and the principal agent shall promptly give a written directive.</p> <p>No claim whatsoever shall be entertained in respect of errors in pricing due to brevity of descriptions of items in the bills which are fully described when read in conjunction with the relevant "Standard Preambles."</p> <p>The rates contained in the priced bills of quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the contract sum and the final value of the works.</p> <p>Budgetary Allowances and Provisional Sums contained herein may be omitted or reduced at the principal agent's discretion and the contractor shall not be entitled to claim for any loss by way of reduction or omission of any discounts, or percentage relating to Budgetary Allowances or Provisional Sums or any loss of profit related thereto</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1            Bill No. 2            P&amp;Gs - Part B</p>			<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p>The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to remeasurement</p> <p>Clause 3.1 is amended by the addition of the following at the end of the paragraph:</p> <p>"In the event that the <b>contractor</b> fails to notify the <b>principal agent</b> to the contrary, it is deemed that the works is dimensionally accurate"</p> <p>Clause 5.1 is amended as follows:</p> <p>The additional of the clause 5.3.1</p> <p>5.1.1 The contractor is responsible for the management of the schedule of information required for the successful completion of the project.</p> <p>Clause 5.3 is amended as follows:</p> <p>The additional of the clause 5.3.1</p> <p>5.3.1 The contractor shall ensure that a updated photo diary is kept and maintained at all times.</p> <p>Clause 6.3 is amended as follows:</p> <p>The additional of the clause 6.3.3</p> <p>6.3.3 The contractor shall ensure that all shop drawings required for the works in terms of this Contract, all subcontracts and/or any principal agent's instruction, are prepared and submitted timeously in accordance with the following procedure:</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 2          P&amp;Gs - Part B</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <ul style="list-style-type: none"> <li>• Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the principal agent or delegated agent for approval. Such work shall not be carried out until such approval has been given.</li> <li>• Shop drawings shall be submitted to the principal agent for approval and the contractor is to allow the principal agent a reasonable check period (minimum two weeks) from the date of receipt of shop drawings, before returning the drawings to the contractor in accordance with the works programme.</li> <li>• All submissions shall be prepared in accordance with the contract drawings and specifications and/or any principal agent’s instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications.</li> </ul> <p>Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or principal agent’s instructions, shall not constitute ground for any claims for delay, extension of time and the like.</p> <ul style="list-style-type: none"> <li>• When the principal agent advises that shop drawings have been approved, such drawings shall immediately be submitted to the principal agent so that the principal agent’s stamp of approval may be appended thereto. Thereafter, four prints of the approved shop drawings, setting out drawings and schedules shall be furnished to the principal agent. As many prints of the approved shop drawings and schedules as required, shall also be furnished to the works. No work shall be performed in accordance with drawings and/or catalogues not stamped with the principal agent’s approval.</li> </ul>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 2          P&amp;Gs - Part B</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <ul style="list-style-type: none"> <li>• The contractor, sub-contractor or supplier, as the case may be, shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work.</li> <li>• The principal agent's approval of shop drawings is limited to checking conformity with specification and shall not relieve the contractor, subcontractor or supplier of his responsibility for design, erection or installation fit, nor does it vary his contractual or delictual obligations and liabilities.</li> <li>• Should the contractor, subcontractor or supplier be of the opinion that corrections to shop drawings made by the principal agent constitute a change to the scope of work, then he shall immediately advise the principal agent in writing of this, together with the cost and/or programme implications thereof, in order to obtain the principal agent's directive.</li> </ul> <p>The addition of clause 6.3.4</p> <p>6.3.4 "The <b>contractor</b> shall present a complete schedule showing the sequence of submission of shop drawings, including submission dates for all trades and the scheduled dates for approval of all drawings. This schedule shall take into account a two week check period from the date of the receipt of all shop drawings and/or catalogue data</p> <p>All submissions shall be on dates as indicated in the above schedule and sufficiently in advance to permit the <b>contractor</b> and <b>subcontractors</b> to meet fabrication deadlines. No claim for extensions to the <b>construction period</b> will be granted to the <b>contractor</b> by reason of his failure in this respect"</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 2          P&amp;Gs - Part B</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>Clause 8 is amended by the addition of the following clause:</p> <p>8.5 "The <b>contractor</b> shall agree the location of all temporary services with the <b>principal agent</b> before installation and on completion remove the same and make good [8.1, 8.2, 8.3, 8.4]"</p> <p>Clause 10.1 shall be amended by the addition of the following:</p> <p>The contractor shall allow all nominated and selected subcontractors reasonable usage of hoisting facilities whilst they remain erected.</p> <p>The provision and erection of scaffolding by the contractor as required for the execution of works, shall be done in the best interests of the project, whereby nominated and selected subcontractors shall be afforded the opportunity to use the erected scaffolding by prior agreement with the contractor.</p> <p>Clause 11.5 is amplified by the addition of the following at the end of this clause.</p> <p>All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the <b>construction period</b> or <b>contract value</b> whatsoever"</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1        Bill No. 2        P&amp;Gs - Part B</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>Clause 11.6 is amended by the addition of the following at the end of this clause.</p> <p>"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 or mud, etc</p> <p>The contractor is to ensure that all roads which border the site and used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works"</p> <p style="text-align: center;"><b>Carried Forward to Summary of Section No.</b></p> <p>Section No. 1        Bill No. 2        P&amp;Gs - Part B</p>		R	
		R	

Item No		Quantity	Rate	Amount R
	<p><b><u>PART C - ADDITIONAL PRELIMINARIES</u></b></p> <p>The following clauses are additional to, or augment the clauses contained in Part A and B.</p> <p>The contractor shall at all times strictly exclude all unauthorized persons from the works.</p> <p>No workmen are to be allowed under any circumstances to sleep or deposit any personal effects on the premises. The contractor must provide any necessary independent shelters or sheds required for any workmen or watchmen left on the site.</p> <p>Furthermore, the contractor shall take all measures necessary to ensure that no unauthorised workmen are allowed into the building at any time without the specific permission of the principal agent.</p> <p>Access to the site shall be restricted to enter and exit through one point only or as directed by the principal agent.</p> <p>The contractor shall keep the approaches to the site clear of mud, other debris and the like caused by the contractor or any subcontractors.</p> <p>All borrow pits and dump site areas proposed to be used by the contractor shall be subject to prior approval by the principal agent.</p> <p>The contractor shall also be restricted in respect of the manner in which the borrow pits and dump sites will be used and shall be liable to work within the constraints reasonably set by the principal agent. All green star principal are to be strictly adhered to.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 1            Bill No. 3            P&amp;Gs - Part C</p>			<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p>The contractor’s attention is drawn to the provisions of Sections 35 and 36 of the Land Survey Act (Act 9 of 1927) in terms of which he will be responsible for the safety of any survey beacons and bench marks and of any plot boundary pegs encountered on the site as well as for all costs incurred in the replacement of moved or damaged survey beacons and bench marks or plot boundary pegs by a Registered Land Surveyor.</p> <p>Tenderers shall, in respect of general builder’s work (i.e. excluding budgetary allowances and provisional sums allowed for subcontract works), offer a fixed price option in lieu of adjustment in terms of the CPAP in which case, all variations in costs, inter alia costs of labour and materials, taxes (excluding VAT), currency fluctuations, exchange rates, transport charges, plant, overheads, preliminaries, etc., after submission of the offer, shall be to the contractor’s account. Rates shall remain fixed, irrespective of any increase or decrease in the final value of the works and shall remain so for the duration of the contract and also for any extended contract period that may be granted by the principal agent.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>These bills of quantities have been formulated in the conventional manner, whereby the preliminaries have been included as a separate section, in order to enable tenderers to price their site establishment costs, site management, etc.</p> <p>In pricing the preliminaries, tenderers are required to price the relevant items individually, as a single lump sum preliminaries amount will not be accepted.</p> <p>In the event that a tenderer elects not to price the preliminaries section as contained within these bills of quantities, then it will be deemed that all relevant preliminaries costs have been included within the rates as tendered within the measured bills of quantities. Adjustment of the preliminaries will, in this instance, only be by way of remeasured final quantities applied to tendered rates. Tenderers acknowledge that by pricing the preliminaries in this way, they will forfeit any claim for the independent adjustment of preliminaries costs arising out of an extension of the construction period granted in terms of Clause A23.0.</p> <p>Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the Standard System of Measurement) patterns, models and templates, plant, temporary works, returning of packing, duties, taxes, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreement.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.</p> <p>Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.</p> <p>The contractor shall execute work during "overtime" hours as necessary in order to complete the project within the agreed construction period and shall provide such resources and work such overtime hours as necessary. Costs for the execution of this work under these conditions shall be included within the contract sum.</p> <p>Tenderers are advised that the nature of this contract is such that the detail design will evolve in parallel with construction.</p> <p>The Tenderer acknowledges that he is aware that the project detail design and related planning and production of drawings are in an embryonic stage and that the appointments of major selected/nominated subcontractors have yet to take place and that notwithstanding this, the rates and prices contained herein, shall remain of full force and effect.</p> <p>All costs incurred by the contractor in the preparation of claims to the satisfaction of the principal agent and/or quantity surveyor shall be borne by the contractor. In order to assist the principal agent in adjudicating a claim in terms of clause A26.6, the contractor shall provide a written opinion on all claims, including those submitted by selected/nominated subcontractors, pertaining to reduced time available for execution of the relevant work, out-of-sequence working, lack of access or claims of a similar nature.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>All insurances to be effected by the Contractor.</p> <p>Where the contractor is responsible for the appointment of sub-contractors, then the contractor shall:</p> <ul style="list-style-type: none"> <li>i) ensure that potential and appointed subcontractors are aware of the whole content of Clause A10.0</li> <li>ii) ensure the compliance of subcontractor with this Clause where applicable.</li> </ul> <p>All insurances to be effected by the Contractor.</p> <p>Copies of the structural engineer's drawings showing the positions of construction breaks and the extent of individual concrete pours are to be maintained by the contractor for record purposes and are to be submitted to the structural engineers for their records, at the end of the project.</p> <p>The contractor shall be required to ensure that, at the end of the project, copies of the plumbing, drainage and fire services reticulation layouts, showing the position of main pipe runs, the positions of stopcocks and all other salient information, are submitted to the principal agent.</p> <p>All such as-built drawings are required to be lodged prior to the issue of the certificate of final completion (refer Clause A21.0 hereof).</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>The contractor shall obtain and hand over to the principal agent two weeks prior to practical completion, all relevant guarantees and operating and maintenance manuals, as required by the principal agent or provided by manufacturers, suppliers or subcontractors.</p> <p>The contractor shall ensure that all warranties and guarantees received are fully ceded to the employer on practical completion, failing which, the issue of the practical completion certificate and the release of construction guarantee, will be withheld until this is satisfactorily completed.</p> <p>The guarantees shall state that workmanship, materials and installations are guaranteed for a specified period reckoned from the date of practical completion of the works and that any defects in the workmanship, materials and installation that may arise during that period, shall be made good at the expense of the contractor / subcontractors doing the work, upon written notice from the principal agent or the employer to do so.</p> <p>At completion, the contractor shall leave the works secure with all accesses locked. The contractor shall account for and hand over to the principal agent all keys, properly labelled with an itemised schedule to be signed by the principal agent as receipt.</p> <p><b><u>5.0 GENERAL IN RESPECT OF SPECIALIST INSTALLATIONS</u></b></p> <p><b>Note :</b> The contractor is to ensure that the following requirements, as stated in the subcontractor documentation in respect of specialist equipment and services installations by specialist subcontractors under his control, are adhered to:</p> <p>All specialist plant and equipment, subject to the principal agent's sole discretion, is subject to acceptance tests, which shall be arranged in the works of the subcontractor / supplier within 10 days of notification that such plant or equipment is available</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>for testing . The subcontractor shall inform the principal agent in writing, indicating the exact dates for these acceptance tests during the course of the last month of manufacture of such plant or equipment.</p> <p>The appropriate consultant (Agent) via the principal agent, will be required to witness and accept, as well confirm same in writing to the client.</p> <p>In the event that the principal agent or his representatives cannot witness such tests, the employer may:</p> <p>i) appoint a specialist inspection organisation to witness such tests at his expense on behalf of the principal agent or his representatives.</p> <p style="text-align: center;">OR</p> <p>ii) accept the subcontractor's certificate testifying as to the quality and performance of the specialist plant / equipment so supplied.</p> <p>Should no inspection have been made by the date indicated by the subcontractor as set out above, the equipment will be deemed as accepted and packed accordingly for delivery.</p> <p>The final acceptance will take place on site in the presence of the subcontractor responsible for the commissioning of the equipment. The principal agent's representative shall also be present.</p> <p>The subcontractor shall demonstrate to the principal agent the full scope of operation of the installation and shall ensure that he is satisfied that the principal agent is fully aware of all the operational aspects of the installation prior to handover at practical completion stage.</p> <p>The principal agent's shall be afforded access at all reasonable times to such part of the works on site or at the subcontractor's</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>premises or the premises of the manufacturer of component parts, as may be necessary for the purpose of inspecting, examining and testing the materials, workmanship and performance of any plant or equipment for the works.</p> <p>The subcontractor shall be responsible for the tests required by any local statute, building regulation, etc.</p> <p>Any breakdown or mechanical failure and any damage or consequential losses which may arise from such breakdown, mechanical or structural failure, will be the responsibility of the subcontractor.</p> <p>The efficiency of the design is the responsibility of the subcontractor who shall ensure that the quality of workmanship and the installation of equipment meets the requirements of the specification and is done in such a manner that the equipment performance meets with the figures published by the manufacturers an/or suppliers. The subcontractor, by entering into this contract, shall be deemed to have offered his services, workmanship, materials and equipment to meet the requirements of the specification and shall further be deemed to have ensured that the suppliers and manufacturers of the equipment installed by him under this contract, have manufactured and supplied such equipment to perform within the recommended limits of the manufacturer's design and performance figures, as well as to comply with the specification supplied.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>The subcontractor shall guarantee the complete installation for a period of one year from the date of acceptance of the installation by the principal agent against defects as a result of patent or latent defects of the design and apparatus, as well as against faulty materials and workmanship. The guarantee must provide that all parts, spares, consumables and appurtenances that become defective during the guarantee period, be replaced free of charge of any nature to the employer. The costs of labour and transportation required to replace such part of a defective installation, shall be borne by the subcontractor and shall be included in his guarantee.</p> <p>The expiry of the one year guarantee period shall in no way relieve the subcontractor of any of his obligations and/or responsibilities in respect of latent defects in terms of Clause A22.0 hereof.</p> <p>The subcontractor shall cede to the employer the remainder of any equipment guarantee which he has received from his suppliers and which extends beyond the period of twelve months mentioned herein.</p> <p>The subcontractor shall commission and test the entire installation at his own expense, including provision of all test equipment. Such testing is to be done in the presence of the principal agent, who shall have been notified of the dates and approximate duration of the tests, sufficiently in advance so as to allow attendance at such tests</p> <p>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project, shall vest with the employer.</p> <p>The contractor together with his subcontractors shall not, without the written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>The contractor shall produce, when required to do so by the principal agent, a method statement outlining the methods of construction and labour and plant resources that he proposes to use in the execution of the works. Any approval given or observation made by the principal agent shall not relieve the contractor of his sole responsibility to adopt the methods of construction and to provide the labour and plant resources necessary for the due and proper timeous execution of the works.</p> <p>The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works, scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc., to the principal agent for their approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agents requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense.</p> <p>The contractor shall take all reasonable measures to ensure that all alteration works are structurally practicable and safe. The contractor shall provide and price under the relevant demolition item, for all necessary temporary propping and support which may be required.</p> <p>The contractor shall remove from the site all materials not conforming with the relevant specification and condemned by the principal agent, whether incorporated in the works or not. He shall replace such material and re-execute the affected works in accordance with the contract at his own expense.</p> <p>A two weekly photographic record is to be provided by the contractor in electronic format, recording the state of progress of the works, with each photograph being suitably annotated with the location and date.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>Notwithstanding anything to the contrary contained herein, the principal agent at all times reserves the right to direct the order in which the various parts of the contract are to be executed. The contractor shall give priority to any individual section or portion of the works that, in the opinion of the principal agent, requires to be expedited.</p> <p>Should the contractor and/or principal agent be of the opinion that such instruction warrants a revision to the contract programme, then the provisions of Clause A12.2.6 hereof shall apply.</p> <p>Should it appear, in the principal agent's opinion, that work in any area is not being executed in accordance with the requirements of the programme, the contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the principal agent.</p> <p>The contractor shall indemnify the principal agent against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment or part thereof otherwise than in accordance with the provisions of the specification.</p> <p>All payments and royalties payable in one sum or by instalments or otherwise, shall be included by the contractor in the price and shall be paid by him to those to whom they may be due or payable.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>In the event of any claim being made or action brought against the principal agent arising out of the matter referred to in this clause, the contractor shall be promptly notified thereof and may, at his own expense, conduct negotiations for the settlement of the same and/or litigation, that may arise therefrom. The principal agent shall not, unless and until the contractor shall have failed to take over and conduct the negotiations of litigation, make any admission which might be prejudicial thereto.</p> <p>The conduct by the contractor of such negotiations or litigation shall be conditional upon the contractor having first given the principal agent such reasonable security as shall from time to time be required by the principal agent, to cover the amount ascertained or agreed or estimated, as the case may be, or any compensation, damage, expenses and costs for which the principal agent may become liable in respect of such infringement as aforesaid. The principal agent shall, at the request of the contractor, afford all available assistance for the purpose of contesting any such claim or action and shall be repaid the expenses incurred in doing so.</p> <p>The contractor shall allow for the provision of suitable standby generated power (where required) including all connection, fuel and maintenance costs to meet the requirement of the contract. (Inclusive of load shedding outages)</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 1          Bill No. 3          P&amp;Gs - Part C</p>		R	

Brought Forward

R

**BREAKDOWN OF THE PRELIMINARIES IN CATEGORIES**

The following breakdown of the preliminaries is agreed for the adjustment of preliminaries [26.9.4] in terms of Option "A"

Parts	Fixed Items	Value Related Items	Time Related Items
Part A	R		R
Part B	R		R
Part C			
<b>TOTAL</b>	R	R	0 R

Payment to the CLO to be carried out by the Principal Contractor.

Carried Forward to Summary of Section No.

R

Section No. 1  
 Bill No. 3  
 P&Gs - Part C

Bill No	Preliminaries & General <u>SECTION SUMMARY - Preliminaries &amp; General</u>	Page No	Amount R
1	P&Gs - Part A	22	-----
2	P&Gs - Part B	28	-----
3	P&Gs - Part C	41	-----
Section No. 1	<b>Carried to Final Summary</b>		R

Item No		Unit	Quantity	Rate	Amount R
	<p><b><u>BILL NO. 1</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p>For preambles see MLC Standard Preambles (Eleventh Edition)</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General</u></p> <p>This document contains general requirements relating to the Works as a whole and it is to be read in conjunction with the entire Tender Documents.</p> <p>The Tender Document shall be read in conjunction with the Contract, Specifications and Drawings. The Tenderer shall price for the full scope of work covered within the Tender Document, no claim or variations shall be considered on account of the Tenderer failure to comply with this provision.</p> <p>Where the requirements contained herein conflict with the particular requirements contained in other proposal documents; the Tenderer shall allow - in case of conflict or discrepancies, or ambiguity, or else - for the greater value, cost, quality, quantity, for the more stringent requirements, and more benefit for the Project and Employer, and as in the opinion of the Engineer. The Tenderer shall identify any conflict with regard to content or number reference to the Engineer.</p> <p>Descriptions given in the items in the pricing document are not exhaustive, they are to be read and interpreted in conjunction with the relevant specifications and drawings for complete information in respect of all the relevant descriptions, quality, dimensions, capacities, design parameters and the like.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2            Bill No. 1            Alterations</p>				<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p>Descriptions of "removing", or "carting away", of such material shall be deemed to include breaking down where requires, loading such material onto trucks directly from the works and taking such material to a registered dump-site that has been located off-site by the contractor for such disposal. The availability of such dump-site, and its possible subsequent replacement, is at the sole risk of the contractor and no claims in respect of "additional" costs arising from this possibility will be entertained.</p> <p>The contractor is to timeously protect the following existing works with all the means that would be reasonably expected, and take every precaution that would be reasonably expected to ensure no consequential damages are incurred. All "additional" costs that might arise as a result of the contractor failing to take the necessary precautions, or failing to apply such necessary means, will be hereby deemed to be for the contractor's account.</p> <p>Unless otherwise stated, materials removed may become the property of the Contractor and provision shall be made for a credit of these materials to the Employer.</p> <p>Demolition shall be deemed to include grubbing up and removal of foundations.</p>			R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 1          Alterations</p>			R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p>It shall be the responsibility of the contractor to determine whether demolished material is asbestos and requires to be removed by special certified procedure.</p> <p>The cost of this shall be allowed for within the bill rates.</p> <p>The responsibility of determining whether material is asbestos shall be for the contractor and no claims in respect of "additional" costs arising from this will be entertained, whether stated as asbestos in the bill description or not.</p> <p>The Contractor are to note which elements are assumed to be asbestos.</p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p> <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before re-fixing including taking off, easing and re-hanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p>			R	
<p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 1          Alterations</p>			R	

<b>Brought Forward</b>				R
<p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p><b><u>PUBLIC AREAS</u></b></p> <p><b><u>REMOVAL OF EXISTING WORK</u></b></p> <p><u>Breaking down and removing brickwork etc</u></p>				
1	Half brick walls	m <sup>2</sup>	103	
2	Demolish and remove existing planter one brick wall approximately 350mm high	m <sup>2</sup>	2	
<b>Carried Forward</b>				R
<p>Section No. 2          Bill No. 1          Alterations</p>				

Brought Forward			R
<u>Breaking down and removing partitions</u>			
3	Demolish and remove existing drywall partitions 2.6m high	m <sup>2</sup>	277
<u>Breaking up and removing reinforced concrete slab, including cutting off and removing reinforcement</u>			
4	Grub-up and cart away existing concrete surface bed approximately 120mm thick	m <sup>2</sup>	384
5	Break up, loosen and remove existing compacted 150mm G5 layer works, including loading and carting away to an approved dump site	m <sup>2</sup>	384
6	Hack up and remove existing concrete step	No	1
<u>Taking out and removing ceiling finishes</u>			
7	Remove existing ceiling including all ceiling boards, panels, cornices, and associated fixtures	m <sup>2</sup>	268
<u>Taking out and removing floor finishes</u>			
8	Break up and remove existing floor finishes including tiles, adhesive and bedding mortar	m <sup>2</sup>	372
<u>Taking out and removing existing Joinery</u>			
9	Break up and remove existing kitchen cupboards including all doors, drawers, shelves, carcasses, and associated hardware	No	1
<u>Taking out doors, windows, etc. including thresholds, sills, etc removed from brick walls</u>			
10	Timber single door and frame not exceeding 2,5m <sup>2</sup>	No	20
11	Timber single door and frame not exceeding 2,5m <sup>2</sup> to be carefully removed and kept aside to be reinstalled	No	1
<b>Carried Forward</b>			R
Section No. 2 Bill No. 1 Alterations			

<b>Brought Forward</b>				R
12	Glazed sliding doors 2m high, including frame, ironmongery, etc.	No	1	
13	Glazed timber & aluminium window exceeding 5m <sup>2</sup> and not exceeding 7.5m <sup>2</sup>	No	4	
	<u>Taking out and removing external stormwater reticulation including disconnecting from pipes, traps, catchpits, etc.</u>			
14	Break up and remove existing manhole, depth not exceeding 1.5m, including disposal of rubble backfilling, and making good of surfaces	No	2	
15	Remove existing sewer pipe, including excavation, capping connection, and backfilling	m	12	
16	Remove existing storm water pipe, including to neatly saw cut existing surface bed, excavate to expose pipe work, backfill with selected material and 150mm thick G5 layer work and make good concrete surface bed and floor finishes upon completion	m	16	
17	Extra over for removal of existing floor finishes, including neatly saw cut through existing surface bed approximately 120mm thick and carefully hand excavating to pipe depth, allow to backfill with selected material and 150mm G5 layer works	m <sup>2</sup>	3	
18	Allow for the reinstatement and making good of 120mm thick surfce bed and floor finishes to match existing	m <sup>2</sup>	3	
	<u>Breaking up and removing external paving</u>			
19	Remove existing paving and allow to recompact surface soil to new proposed ablution block	m <sup>2</sup>	48	
	<b><u>BUILDING UP OPENINGS</u></b>			
	<b>Carried Forward</b>			R
	Section No. 2 Bill No. 1 Alterations			

Brought Forward				R
	<u>Brickwork in NFP bricks in class II mortar in building up openings</u>			
20	One brick walls, including cement plaster and paint	m <sup>2</sup>	16	
21	330mm thick brick walls, including cement plaster and paint to internal face of wall and extra over for single skin Roan Satin FBX Facebrick to external face of wall	m <sup>2</sup>	5	
	<b><u>GENERAL</u></b>			
	<u>Allow for any other works which are not included above, and which are required to complete the Site Work in accordance with the Specification, drawings and the items documented within the pre-tender site inspection (Tenderer to list below):</u>			
	<b>Carried Forward to Summary of Section No.</b>			R
	Section No. 2			
	Bill No. 1			
	Alterations			

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 2</u></b></p> <p><b><u>EARTHWORKS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Nature of ground</u></b></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>All queries with regards to the site soil conditions and the soils investigation are to be directed to the engineer and copied to the quantity surveyor.</p> <p>If the <b>contractor</b> considers that any of the excavations are more difficult in nature than excavations in "earth", he shall immediately notify the <b>Engineer</b> and quantity surveyor in writing. If the <b>contractor</b> fails to make such notification, the excavations shall be deemed to be in "earth" and shall be measured, and valued, accordingly.</p> <p>The <b>contractor</b> may, with the prior written permission of the <b>Engineer</b> and in terms of the conditions of contract, use any method he chooses to excavate any class of material, but his chosen method of excavation shall not determine the classification of the materials excavated.</p> <p><b><u>Protection of services</u></b></p> <p>Tenderers are to take note of the location of existing services as identified on site, and provide for their protection.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 2          Earthworks</p>			<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>Carting away of excavated material.</u></b></p> <p>Descriptions of carting away of excavated material shall be deemed to include handling and transporting excavated material from site to external loading areas and loading excavated material onto trucks from the loading areas or, alternatively, from stock piles situated on the building site. All material shall be carted off site to a dumping site to be located by the contractor.</p> <p><b><u>Keeping excavations free of water</u></b></p> <p>The contractor shall protect the excavations from the ingress of water. Any water which occurs in the excavations, whether as a result of seepage, rain, or other causes, shall immediately be removed by baling, pumping, or other approved means.</p> <p><b><u>Formwork</u></b></p> <p>Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"</p> <p><b><u>Specification</u></b></p> <p>Where BOQ item descriptions are in conflict with Engineers specification, S0000 "General Notes". Then the Engineers specification is to take preference.</p> <p><b><u>Testing</u></b></p> <p>Prices for filling are to include for all necessary density tests in accordance with SABS 1200D.</p> <p><b><u>SITE CLEARANCE</u></b></p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 2          Earthworks</p>		R	

Brought Forward				R
	<b><u>Site Clearance</u></b>			
1	Clear the whole site of all grass, roots other vegetation, loose surface boulders, rubble and rubbish including cutting down all trees, bush etc., as well as grubbing existing soil 100mm deep.	m <sup>2</sup>	48	
	<b><u>BULK EXCAVATION, FILLING, ETC.</u></b>			
	Note: All filling whether obtained from the stockpiles or an outside source must be approved by the Civil Engineer.			
	<b><u>EXCAVATIONS, FILLING, ETC. OTHER THAN BULK</u></b>			
	<b><u>Excavation in earth not exceeding 2m deep below or reduced level for:</u></b>			
2	Trenches	m <sup>3</sup>	43	
3	Holes	m <sup>3</sup>	1	
	<b><u>Extra excavation in all materials to provide working space, including consequent backfilling compacted to 93% MOD AASHTO density for removing formwork, etc.</u></b>			
	<b><u>Exceeding 0.5m and not exceeding 1.5m deep</u></b>			
4	For placing and removing formwork to bases, walls etc. against excavated faces	m <sup>2</sup>	132	
	<b><u>Extra over all excavations for carting away</u></b>			
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor. (No allowance made for increase in bulk, to be factored in rate)	m <sup>3</sup>	25	
	<b>Carried Forward</b>			R
	Section No. 2 Bill No. 2 Earthworks			

Brought Forward			R
	<u>Risk of collapse of excavations</u>		
6	Sides of trench and hole excavations not exceeding 1.5m deep	m <sup>2</sup>	132
	<u>EXCAVATIONS IN STRATA OF A MORE DIFFICULT CHARACTER</u>		
	<u>Extra over trench and hole excavations in earth for excavation in</u>		
7	Hard rock	m <sup>3</sup>	4
	<u>FILLING ETC</u>		
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted to 95% Mod AASHTO density</u>		
8	Backfilling to trenches, holes, etc	m <sup>3</sup>	19
	<u>Earth filling supplied by the contractor under surface beds</u>		
9	Filling of G5 material in accordance with SABS 1200 ME compacted to 95% MOD. AASHTO density.	m <sup>3</sup>	68
	<u>Compaction of ground surfaces</u>		
10	Trim, level off and compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m <sup>2</sup>	414
	<u>SOIL POISONING</u>		
	Carried Forward		R
	Section No. 2 Bill No. 2 Earthworks		

Brought Forward				R
	<u>Approved brand of anti-termite soil poison applied by a Registered Pest control company and guaranteed against termite infestation for ten years</u>			
11	Poisoning of ground surfaces under floors against termites as described including raking out 50 mm deep v-shaped channel against inner face of walls, etc., and flooding with termite poisoning as described	m <sup>2</sup>	429	
12	To bottoms and sides of trenches, etc.	m <sup>2</sup>	174	
Carried Forward to Summary of Section No.				R
Section No. 2				
Bill No. 2				
Earthworks				

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 3</u></b></p> <p><b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>The costs of preliminary test prior to approval of the Contractor's materials and mixes shall be born by the Contractor.</p> <p>The cost of subsequent tests shall be borne by the Employer unless the results show that the materials or concrete do not conform with the specific requirements.</p> <p>Should the Engineer require any load tests to be carried out due to the Contractor's failure to comply with specified requirements, the costs of such load test shall be borne by the Contractor.</p> <p><b><u>Cost of tests</u></b></p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the architect. (Test cubes are measured separately)</p> <p>Note: As per SANS 1200D, clause 7. The costs of concrete test cubes shall be included in the rates for all concrete. Tests requested by the Engineer shall be paid for by the Employer subject to the Principle Agents written authorisation.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2            Bill No. 3            Concrete, Formwork and Reinforcement</p>			<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>Concrete</u></b></p> <p>Where concrete is described as "cast against excavated surfaces" the Contractor is to allow in his rates for additional concrete to make up this tolerance/overbreak. The final net volumes of concrete shall be measurable from drawings only and no claims with regard to additional concrete to compensate for tolerances shall be entertained</p> <p>Contractors are to include for any supplementary materials, placing, pumping, vibration or waste on placed quantities etc.. that are required in order to provide for a fully installed rate. (Net placed volumes are measured in the bills of quantities)</p> <p><b><u>Formwork</u></b></p> <p>Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.</p> <p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> <p>Formwork to sides of bases, pile caps, ground beams, etc. will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks."</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2        Bill No. 3        Concrete, Formwork and Reinforcement</p>		R	

Brought Forward			R
<b><u>Specification</u></b>			
Where BOQ item descriptions are in conflict with Engineers specification, S0000 "General Notes". Then the Engineers specification is to take preference.			
<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>			
<b><u>25 MPa/19mm concrete</u></b>			
1	Bases	m <sup>3</sup>	1
2	Strip footings	m <sup>3</sup>	15
3	Surface beds on waterproofing	m <sup>3</sup>	67
<b><u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u></b>			
<b><u>25 MPa/19mm concrete</u></b>			
4	Slabs including beams and inverted beams cast to falls	m <sup>3</sup>	14
5	Columns	m <sup>3</sup>	1
<b><u>CONCRETE SUNDRIES</u></b>			
<b><u>Finishing top surfaces of concrete smooth with a wood float</u></b>			
6	Tops of beams	m <sup>2</sup>	11
<b><u>Finishing top surfaces of concrete smooth with a power float</u></b>			
7	Surface beds, slabs, etc.	m <sup>2</sup>	446
<b><u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u></b>			
Carried Forward			R
Section No. 2 Bill No. 3 Concrete, Formwork and Reinforcement			

Brought Forward			R
<b><u>Smooth formwork to sides</u></b>			
8	Rectangular columns, exceeding 3,5m and not exceeding 5m	m <sup>2</sup>	7
<b><u>Smooth formwork to soffits</u></b>			
9	Slabs not exceeding 300mm thick propped up not exceeding 3.5m high to falls	m <sup>2</sup>	32
<b><u>Smooth formwork to sides and soffits</u></b>			
10	Isolated beam, propped up not exceeding 3.5m	m <sup>2</sup>	45
<b><u>Boxing in smooth formwork to form</u></b>			
11	20 x 20mm Chamfers along top or bottom edges	m	74
12	20 x 20mm Vertical chamfers at corners	m	13
<b><u>MOVEMENT JOINTS, ETC.</u></b>			
<b><u>Isolation joints with polyethylene joint former "SONDOR" or similar approved between vertical concrete surfaces, all to Structural Engineer's approval)</u></b>			
13	10mm Jointex with 10x10 tear-off strip by SONDOR of similar approved not exceeding 200mm high	m	229
14	Apply 10mm x 10mm Polyurethane joint sealant (Flexothane 1 by ABE or similar approved)	m	229
<b><u>Saw cut joints</u></b>			
15	Machine cut open joint 3mm wide x 50mm deep in top of concrete surface bed including short length, etc.	m	184
16	Cut and ream existing joint to 10mm x 20mm deep in existing concrete surface bed and prepare to take backing chord and sealant	m	184
<b>Carried Forward</b>			R
Section No. 2 Bill No. 3 Concrete, Formwork and Reinforcement			

Brought Forward			R
17	NOM. 10mm diameter "CORDEX: backing strip by "SONDOR" or similar approved.	m	184
18	Apply 10mm x 10mm Polyurethane joint sealant (Flexothane 1 by ABE or similar approved)	m	184
<b><u>Slip Joints</u></b>			
19	10mm level mortar bed with V-joint in plaster on both sides and 3-fold heavy duty PVC membrane	m	50
<b><u>REINFORCEMENT (PROVISIONAL)</u></b>			
<b><u>High tensile steel reinforcement to structural concrete work</u></b>			
20	Bars of various diameters	t	2.29
<b><u>Fabric reinforcement</u></b>			
21	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m <sup>2</sup>	414
Carried Forward to Summary of Section No.			R
Section No. 2			
Bill No. 3			
Concrete, Formwork and Reinforcement			

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 4</u></b></p> <p><b><u>MASONRY</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Sizes in descriptions</u></b></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.</p> <p><b><u>Hollow walls etc</u></b></p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.</p> <p><b><u>Face bricks</u></b></p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour.</p> <p><b><u>Pointing</u></b></p> <p>Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.</p> <p><b><u>Cavity Ties</u></b></p> <p>All cavity ties to be plastic Posi-ties (or similar approved) and are to be included in brickwork rates.</p> <p><b><u>Sundries</u></b></p> <p>All brickwork items are deemed to include for hoop iron ties / straps as required. No separate item will be measured or paid for.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 4          Masonry</p>			<p style="text-align: right;">R</p>

Brought Forward			R
<b><u>FOUNDATIONS</u></b>			
<b><u>"CORO MAXI" 90mm Brickwork of NFX bricks (min. 14MPa nominal compressive strength) in class II mortar</u></b>			
1	Half brick walls	m <sup>2</sup>	10
2	One brick walls	m <sup>2</sup>	35
<b><u>SUPERSTRUCTURE</u></b>			
<b><u>Brickwork of common clay NFP bricks in class II mortar</u></b>			
3	Half brick walls	m <sup>2</sup>	30
4	One brick walls	m <sup>2</sup>	163
<b><u>Extra over for Facebrick walls</u></b>			
5	Extra over for single skin Roan Satin FBX Facebrick	m <sup>2</sup>	54
<b><u>BRICKWORK SUNDRIES</u></b>			
<b><u>Bagging of 1:3 cement and sand mixture to the outer face of the inner skin of external walls, including two coats "Brixeal" Bitumen emulsion waterproofing coating</u></b>			
6	To external one brick walls	m <sup>2</sup>	91
<b><u>R6 Rods or Brick Force</u></b>			
7	Brickforce to foundation brickwork in every 2nd course	m	256
<b><u>Joint forming material in movement joints</u></b>			
8	10mm Bitumen impregnated fibre board built in vertically through brick walls not exceeding 300mm wide	m	120
<b>Carried Forward</b>			R
Section No. 2 Bill No. 4 Masonry			

Brought Forward			R
<b><u>Brickwork reinforcement</u></b>			
9	75mm Wide reinforcement built in horizontally	m	117
10	150mm Wide reinforcement built in horizontally	m	684
<b><u>Prestressed fabricated concrete lintels</u></b>			
11	110 x 70mm Lintels in lengths not exceeding 3m	m	16
<b><u>FACE BRICKWORK</u></b>			
<b><u>Brick-on-edge header course copings, sills, etc of fair face bricks, pointed with recessed joints on all exposed faces</u></b>			
12	Roan Satin FBX Facebrick on edge window cill with solid brick to ends	m	7
13	Roan Satin FBX Facebrick on edge roller course above windows	m	7
<b>Carried Forward to Summary of Section No.</b>			R
Section No. 2			
Bill No. 4			
Masonry			

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 5</u></b></p> <p><b><u>WATERPROOFING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>General</u></b></p> <p>PREPARATION : All surfaces to receive waterproofing are to be thoroughly cleaned down to remove grease spots, concrete laitance, etc., wire brushed and free from dust and loose material and thoroughly dry before commencement of any waterproofing.</p> <p>SPECIALIST WATERPROOFER : The waterproofer shall apply the waterproofing and secondary materials in accordance with application techniques which are approved by the manufacturer of the waterproofing.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2            Bill No. 5            Waterproofing</p>			<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>Materials</u></b></p> <p>GENERAL : All waterproofing to be laid in accordance with SABS 021-1973 "The Waterproofing of Buildings".</p> <p>BITUMEN : Bitumen primer is to be spread at a rate of 0,3 litres per m<sup>2</sup> and allowed to dry before the waterproof sheeting is laid.</p> <p>WATERPROOF SHEETING : Tenderers must allow for the design, supply and installation of all waterproofing for areas included . Tenderers are to include for the preparation of the substrate in accordance with manufacturers specifications.</p> <p>Proprietary waterproofing specifications available to tenderers include, but is not limited to, Derbigum, Index, Bituthene. Any proposed specification, which must have a proven track record, shall be submitted to the Principal Agent for comment and record purposes. The sub-contractor shall be an approved applicator of the chosen system/specification. The manufacturer is required to do regular inspections and be present at all flood and drench tests.</p> <p><b><u>Protection</u></b></p> <p>All necessary precautions are to be taken for the protection of completed work.</p> <p><b><u>Prices</u></b></p> <p>Prices are to include for all preparation of surfaces to receive waterproofing, preparation of surfaces between layers and for cleaning off on completion.</p> <p>Prices are to include for lapping and sealing, etc. and all cutting and waste.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 5          Waterproofing</p>		R	

Brought Forward			R
<u>Waterproofing guarantee</u>			
GUARANTEE : The Contractor shall furnish a 10 year waterproofing guarantee for all the waterproofing including flashings, outlets and other details installed.			
<u>DAMPPROOFING OF WALLS AND FLOORS</u>			
<u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course</u>			
1	375 micron "Consol Plastics Brikgrip DPC" In walls	m <sup>2</sup>	27
2	In cavities, in lintels, under copings, under sills, etc.	m <sup>2</sup>	1
<u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>			
3	Under surface beds	m <sup>2</sup>	424
<u>Two coats bitumen emulsion waterproof coating</u>			
4	On sides of beams	m <sup>2</sup>	17
5	On inside face of external walls	m <sup>2</sup>	91
<u>MEMBRANE WATERPROOFING</u>			
<u>WATERPROOFING TO ROOF SLABS</u>			
<u>Apply one layer of Derbigum SP4 laid staggered on one layer of Derbigum SP3 with side and end laps to be fully sealed together by torch on fusion to primed surfaces, complete, as per manufacturers details or equally approved.</u>			
6	Surfaces of roofs including turn ups	m <sup>2</sup>	32
<u>WATERSTOPS, SEALING STRIPS, JOINT SEALANTS, ETC</u>			
Carried Forward			R
Section No. 2 Bill No. 5 Waterproofing			

Brought Forward				R
7	<p><u>Approved two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u></p> <p>Sealing between concrete and brick surfaces, not exceeding 300 mm wide</p>	m	458	
<p>Carried Forward to Summary of Section No.</p> <p>Section No. 2 Bill No. 5 Waterproofing</p>				R

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 6</u></b></p> <p><b><u>CARPENTRY AND JOINERY</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Fixing</u></b></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete.</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere.</p> <p><b><u>Decorative thermosetting plastic laminate covering</u></b></p> <p>Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish</p> <p><b><u>Extension of Scope of Work</u></b></p> <p>The items set out below comprise a part of the total requirements only. The client reserves the right to negotiate extensions to the current scope of work with the successful tenderer under his contract or to issue subsequent tenderers or to negotiate with other potential contractors for such extensions to current scope.</p> <p><b><u>Measurements</u></b></p> <p>These Bills of Quantities are provisional and are only indicative of the actual quantities required and should not be used for ordering purposes.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 6          Carpentry and Joinery</p>			<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>Protection</u></b></p> <p>The tenderer will be required to protect his work during the course of construction, which protection shall be adequate for the purpose to the full approval of the Principal Agent. Such protection shall only be removed on written instruction.</p> <p><b><u>Description</u></b></p> <p>The description and dimensions of the following items are intended as a means of identifying the items only and are not intended as full descriptions. Tenders are to refer to drawings and make enquiries as no extras will be entertained due to the tenderers failure to do so. The Tenderer shall allow for all costs in his rates to satisfy the above requirements.</p> <p><b><u>Site Visit</u></b></p> <p>The tenderer will be deemed to have visited the site to ascertain site conditions and the scope of works.</p> <p><b><u>Site Measurements</u></b></p> <p>Measurements are to be taken on site prior to the manufacture of any items.</p> <p><b><u>Prices</u></b></p> <p>Prices for all items are to include for site measurements, fabrication, transport, suspension systems, fixing to structural grids, timber trusses and concrete, scaffolding, protection and finishing complete for painting by others.</p> <p><b><u>INTERNAL DOORS, ETC.</u></b></p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 6          Carpentry and Joinery</p>		R	

Brought Forward				R
<u>Semi-solid hardwood horizontal routed meranti door by specialists. Aluminium door frame to fit 90mm drywall partition</u>				
1	D1 - Single door, size 800 x 2032mm high			
	Note: Pricing to include door and door frame	No	16	
2	D2 - Single door, size 800 x 2032mm high			
	Note: Pricing to include door and door frame	No	1	
<u>Solid hardwood horizontal routed meranti door (2 hour fire rated) by specialists. 86mm x 42mm rebated solid meranti timber frame, door sections to suit 813 x 2032 door size hardwood quadrant to be provided to both sides</u>				
3	D3 - Single door, size 813 x 2032mm high including 600mm x 150mm high GRILLE			
	Note: Pricing to include door and door frame	No	1	
<u>Semi-solid Hardwood Horizontal Routed Meranti Doors by specialists with rebated meeting stiles. 86mm x 53mm rebated solid meranti timber frame door sections to suit door size. Hardwood Quadrant to be provided to both sides.</u>				
4	D4 - Single door, size 813 x 2032mm high including 600mm x 150mm high GRILLE			
	Note: Pricing to include door and door frame	No	2	
5	D5 - Single door, size 813 x 2032mm high			
	Note: Pricing to include door and door frame	No	3	
Carried Forward				R
Section No. 2				
Bill No. 6				
Carpentry and Joinery				

Brought Forward			R
<b><u>SUNDRY JOINERY</u></b>			
<b><u>Built in cupboards comprising PG Bison 16mm thick Bison board E1 (class 1) to form carcass, PG Bison Melawood Melamine faced board to form door fronts - Lanza Oak, with stainless steel handles and a 100mm high water-proof base.</u></b>			
<b><u>Refer to Kitchen Joinery Detail JD01 Rev A.</u></b>			
6	1452mm x 600mm Built in cupboard	No	1
7	1900mm x 800mm Built in cupboard	No	1
8	600mm x 800mm Drawers	No	1
<b><u>Worktops</u></b>			
9	20mm thick polished Quartz worktop, colour: Calacatta fine	m	4
<b>Carried Forward to Summary of Section No.</b>			R
Section No. 2			
Bill No. 6			
Carpentry and Joinery			

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 7</u></b></p> <p><b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Fixing</u></b></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p> <p><b><u>Ceilings</u></b></p> <p>Unless otherwise described ceilings shall be deemed to be horizontal</p>			
	<p><b>Carried Forward</b></p>			R
	<p>Section No. 2            Bill No. 7            Ceilings, Partitions and Access Flooring</p>			

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>Bulkheads</u></b></p> <p>Bulkheads are defined as those portions of ceilings which are stepped down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is either to conceal services or to create architectural features</p> <p>Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 1200mm. Where these dimensions are more than 1200mm such portions of ceilings have been included in the appropriate general items of ceilings</p> <p>Descriptions shall be deemed to include any additional studs at ends and intersections, corner beads, cornices at junctions with ceilings, jointing compound, tape, etc.</p> <p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p> <p><b><u>Supplementary Preambles</u></b></p> <p>Installation of ceilings, suspension systems, partitioning, etc. to be strictly in accordance with the manufacturer's specifications.</p> <p><b><u>User note</u></b></p> <p>The following preamble to be included in the bills of quantities after confirmation of the basic design of the ceilings, lighting, air conditioning, etc.</p> <p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2        Bill No. 7        Ceilings, Partitions and Access Flooring</p>		R	
		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>Electrical light fittings, diffusers, panels etc are generally "lay-in" units of the same dimensions as the suspension grid described and allowance must be made in the rates accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof).</p> <p><b><u>Measurements</u></b></p> <p>These Bills of Quantities are provisional and are only indicative of the actual quantities required and should not be used for ordering purposes.</p> <p><b><u>Protection</u></b></p> <p>The tenderer will be required to protect his work during the course of construction, which protection shall be adequate for the purpose to the full approval of the Principal Agent. Such protection shall only be removed on written instruction.</p> <p><b><u>Description</u></b></p> <p>The description and dimensions of the following items are intended as a means of identifying the items only and are not intended as full descriptions. Tenders are to refer to drawings and make enquiries as no extras will be entertained due to the tenderers failure to do so. The Tenderer shall allow for all costs in his rates to satisfy the above requirements.</p> <p><b><u>Site Measurements</u></b></p> <p>Measurements are to be taken on site prior to the manufacture of any items.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 7          Ceilings, Partitions and Access Flooring</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b>Prices</b></p> <p>Prices for all items are to include for site measurements, fabrication, transport, suspension systems, fixing to structural grids, timber trusses and concrete, scaffolding, protection and finishing complete for painting by others.</p> <p><b>Note:</b></p> <p>Cornices, mouldings and trims shall be deemed to include for mitres, intersections and any grooves or shaping detail in the running lengths.</p> <p><b>Suspension of Ceilings and Bulkheads</b></p> <p>The successful tenderer will be responsible for the method of suspension of the ceilings, ceiling features, beams, etc. and will be liable for any claim which may be made against the Employer by any person whatsoever or any loss or damage whatsoever which the Employer may suffer arising out of any defects in the suspension system.</p> <p>Tenderers are to allow in their prices for employing an appropriate qualified responsible party/person to check and verify structural design of all suspension systems to ceilings and ceiling features. The signature of such responsible party/person to be on all shop details relating to ceiling suspension system for submission to the Architect/Structural Engineer for approval.</p> <p>The successful tenderer is to indemnify the Employer, Professional Team and Principal Contractor against any failure / defect in the design, detailing, calculation, manufacturing and erection of the ceiling suspension system.</p> <p>The contractor to ensure adequate design indemnity cover for the responsible party/person to be employed for verifying such suspension systems.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 7          Ceilings, Partitions and Access Flooring</p>		R	

Brought Forward				R
<p><b><u>Recommendation for Ceiling Inspections</u></b></p> <p>All off site fabrication and on site erection of suspension systems to be checked and verified by the Architect/Structural Engineer and the tenderer is to give adequate notice to the Architect/Structural Engineer in order for such inspections to take place.</p> <p><b><u>Steel components</u></b></p> <p>All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121.</p> <p><b><u>LAY-IN CEILINGS SUSPENDED FROM CONCRETE SLAB</u></b></p> <p><u>ThermoCeil vinyl-clad 6 mm calcium silicate ceiling tiles, aluminium foil backed and with 25 mm thick fire-retardant polystyrene glued to the back, shall be used. Ceiling panels measuring 600 × 600 × 31 mm shall be laid on a pre-painted white exposed T-grid suspension system, shot-nailed to the reinforced concrete slab.</u></p>				
1	Lay in ceiling suspended not exceeding 2m below slab.	m <sup>2</sup>	288	
<p><b><u>SHADOW LINE</u></b></p> <p><b><u>Shadow trim fixed to ceiling junction, etc.</u></b></p>				
2	Supply and install 25mm aluminium shadow line	m	118	
<p><b><u>DRYWALL</u></b></p>				
Carried Forward				R
<p>Section No. 2          Bill No. 7          Ceilings, Partitions and Access Flooring</p>				

<p style="text-align: center;"><b>Brought Forward</b></p> <p><u>Supply and fit JUMBO Drywall partitioning system with an overall thickness of 90mm comprising internal framing formed of 64 JUMBO Galvanised Steel Studs fixed at 600mm centres to JUMBO Galvanised Steel Tracks including where necessary any additional Galvanised Steel Studding to form door openings, glazing and other apertures, angles, corners and termination ends. Internal steel framing to be dressed on both sides with 12mm thick tapered edge JUMBO Plasterboard in single lengths to suite height, butt jointed and secured to steel studding with 25mm JUMBO Drywall Screws at 220 centres, joints to be taped and jointed with JUMBO Jointing Compound and prepared for decoration. All exposed aluminium door frames, glazing frames, ceiling and wall channels, battens and skirting are to be formed of natural anodised aluminium sections.</u></p>			R	
<p>3 90mm wide JUMBO drywall partitions comprised of 63mm studs and a 64mm track with 63mm Knauf insulation acoustic roll fitted between studs</p>	m <sup>2</sup>	250		
<p style="text-align: center;"><b>Carried Forward to Summary of Section No.</b></p> <p>Section No. 2        Bill No. 7        Ceilings, Partitions and Access Flooring</p>			R	

Item No		Unit	Quantity	Rate	Amount R
	<p><b><u>BILL NO. 8</u></b></p> <p><b><u>FLOOR COVERINGS, WALL LININGS, ETC</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Pricing of Bills</u></b></p> <p>The tenderer is to include in his pricing for executing the installation in conjunction with other services as no claim for co-ordination will be entertained at a later stage.</p> <p>Tenderers are advised to inspect the drawings issued with this enquiry and to satisfy themselves as to the nature and requirements of the contract. No extras will be allowed due to the Contractor's failure in this respect.</p> <p>The Contractor shall be responsible for adequately protecting his work during installation and shall provide a suitable protective covering to be removed when so directed by the Project Manager</p> <p>Quantities contained in these Bills of Quantities are only indicative of the actual final quantities required and shall not be used for ordering purposes.</p> <p>The descriptions contained in these Bills of Quantities are intended as a means of identifying the various facets of the work. Tenderers shall allow for all costs in connection with the various items taking full cognizance of drawings, schedule of finishes and the Bills of Quantities descriptions.</p> <p>Final measurement shall be made from construction drawings or from measurements taken on site.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 8          Floor coverings, wall linings, etc</p>				<p style="text-align: right;">R</p>

Brought Forward			R
	<p><b><u>Fixing</u></b></p> <p>Floor coverings shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, etc</p> <p>All carpets where required to be ramped up to meet level of tiling.</p> <p><b><u>SKIRTINGS</u></b></p>		
1	75mm x 17mm (Jet Black) PVC skirting	m	321
<p><b>Carried Forward to Summary of Section No.</b></p> <p>Section No. 2            Bill No. 8            Floor coverings, wall linings, etc</p>			R

Item No		Quantity	Rate	Amount R
	<b><u>BILL NO. 9</u></b>			
	<b><u>IRONMONGERY</u></b>			
	<b><u>SUPPLY, TRANSPORT AND INSTALL ONLY THE FOLLOWING IRONMONGERY</u></b>			
	<b><u>All ironmongery to be Stainless Steel</u></b>			
	<b><u>HINGES, BOLTS, ETC</u></b>			
	ASSA ABLOY or similar approved			
1	1.5 pairs per leaf of UNION 8352-100FLSS SS flush ball bearing butt hinge 100x75x3mm	No	16	
2	1.5 pairs of UNION 8352-100SS201 2BB 102X76X3mm hinge, SS CE PAIRS, 4 X UNION RH7024 patent fixing screw - nickel plated	No	4	
3	1 pairs of UNION 8352-100SS201 2BB 102X76X3mm hinge, SS CE PAIRS	No	3	
	<b><u>HANDLES</u></b>			
	ASSA ABLOY or similar approved			
4	UNION 6109-06SS SS sandpiper lever handle on rose 19mm (Pairs)	No	17	
5	1 of UNION SS5D96L22-05SS 22mm diameter tubular ss dove pull handle on 152x228mm back plate - Euro cylinder	No	3	
6	1 of UNION SS5023R-05-228W 152x228mm stainless steel push plate RH - Euro cylinder	No	3	
7	SSD93-22-06 Blank 228x76mm backplate	No	3	
	<b>Carried Forward</b>			R
	Section No. 2 Bill No. 9 Ironmongery			

Brought Forward			R
8	SS76X228-06 Blank 228x76mm plate	No	3
<b><u>LOCKS</u></b>			
ASSA ABLOY or similar approved			
9	UNION 2X18SCMKD double cylinder profile MKD SC	No	20
10	UNION SS5305-05SS escutcheon on rose profile (Pairs)	No	17
11	UNION SS5305-75SS escutcheon on rose bathroom (Pairs)	No	3
12	Deadbolt - UNION L-2215-78SS/SL UNION E/P cylinder upright lock	No	17
13	Deadlock - 1 of UNION L-2115-78SS Euro cylinder deadlock stainless steel	No	3
14	Deadbolt - UNION SS2016SS Bathroom Deadbolt - stainless steel	No	3
<b><u>DOOR CLOSERS</u></b>			
ASSA ABLOY or similar approved			
15	1 of ASSA ABLOY DC200 R&P closer en 2-4 sil	No	3
<b><u>SUNDRIES</u></b>			
ASSA ABLOY or similar approved			
16	UNION 87001SS floor door stop satin ss	No	20
17	UNION SS5089-150W Kick plate 150x800mm works	No	7
18	UNION SS5023-06-228W 152x228mm stainless steel push plate - blank	No	3
<b>Carried Forward</b>			R
Section No. 2 Bill No. 9 Ironmongery			

Brought Forward			R
<b><u>SIGNAGE</u></b>			
19	UNION SP5066-06SSE11 FEMALE SIGN 152x152x1.2 ss	No	1
20	UNION SP5066-06SSE10 Male sign 152x152x1.2 ss	No	1
<b><u>BATHROOM FITTINGS</u></b>			
21	UNION SS8025SS Hat & Coat Hook with buffer	No	3
Carried Forward to Summary of Section No.			R
Section No. 2			
Bill No. 9			
Ironmongery			

Item No	Quantity	Rate	Amount R
<p><b><u>BILL NO. 10</u></b></p>			
<p><b><u>METALWORK</u></b></p>			
<p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p>			
<p><u>Descriptions of bolts, anchors, etc</u></p>			
<p>Descriptions of bolts shall be deemed to include nuts and washers</p>			
<p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p>			
<p>Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete</p>			
<p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p>			
<p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p>			
<p><b><u>ALUMINIUM WINDOWS, DOORS, ETC</u></b></p>			
<p>Carried Forward</p>			R
<p>Section No. 2          Bill No. 10          Metalwork</p>			

Brought Forward			R
<p><b><u>Aluminium doors and frames</u></b></p> <p><b><u>Window Description</u></b> : Extruded aluminium framed window sections shall be fabricated from alloy 6063 or 6061 in temper T5 or T6, all in accordance with the latest edition of BS EN 755. Ventilators shall be pivot hung, outward opening, on stainless steel friction hinges.</p> <p><b><u>Glazing</u></b> : 6.38 mm normal strength sand-blasted laminated safety glass shall comply with SANS 1263 Part 1 &amp; 2, with the name of the manufacturer permanently marked on each pane, visible after glazing, in accordance with SANS 10400 Part N Schedule 1 and SANS 10137:2002.</p> <p><b><u>Ironmongery</u></b> : 305 stainless steel friction hinges shall be fitted to ventilators. Wedgeless handles shall be by "Wispeco."</p> <p><b><u>Window Finish</u></b> : Powder coating shall be Interpon D1025, SANS 1796 compliant, Qualicoat Class 1 compliant powder (60-80 μ), applied by an Interpon-approved applicator in strict accordance with SANS 1578. A 15-year project warranty certificate shall be supplied. Colour: Matt charcoal. All aluminium shall be pre-treated in accordance with SANS 1796 to ensure excellent adherence properties.</p>			
1	W01 (600 x 600)	No	3
2	W02 (900 x 600)	No	3
Carried Forward			R
<p>Section No. 2          Bill No. 10          Metalwork</p>			

Brought Forward			R
	<p><b>Window Description</b> : Extruded aluminium framed sliding window sections shall be fabricated from alloy 6063 or 6061 in temper T5 or T6, all in accordance with the latest edition of BS EN 755. Trelligate to match existing to be fitted to inside reveal</p> <p><b>Glazing</b> : 6.38 mm normal strength clear safety glass shall comply with SANS 1263 Part 1 &amp; 2, with the name of the manufacturer permanently marked on each pane, visible after glazing, in accordance with SANS 10400 Part N Schedule 1 and SANS 10137:2002.</p> <p><b>Ironmongery</b> : 305 Stainless steel friction hinges to ventilators. Wedgeless handles by "Wispeco"</p> <p><b>Window Finish</b> : Powder coating shall be Interpon D1025, SANS 1796 compliant, Polyester Class 1 compliant powder (60-80 μ), applied by an Qualicoat-approved applicator in strict accordance with SANS 1578. A 15-year project warranty certificate shall be supplied. Colour: Matt white aluminium metallic. All aluminium shall be pre-treated in accordance with SANS 1796 to ensure excellent adherence properties.</p>		
3	W03 (1190 x 1500)	No	2
<b><u>STEEL GATES</u></b>			
<b><u>Galvanised Steel Gates</u></b>			
Hot dipped galvanised steel gate to be priced in accordance with the architects drawing. Drawing No : CW 06 Rev E.			
No further claims will be accepted for any items missed/not priced on the above mentioned drawing.			
4	G01 (1000 x 2000)	No	1
<b>Carried Forward to Summary of Section No.</b>			R
Section No. 2			
Bill No. 10			
Metalwork			

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 11</u></b></p> <p><b><u>PLASTERING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Notes</u></b></p> <p>These Bills of Quantities are provisional and are only indicative of the actual final quantities required and should not be used for ordering purposes.</p> <p>All paint used must be applied in strict accordance with manufacturer's instructions.</p> <p><b><u>Protection</u></b></p> <p>The contractor will be required to protect his work during the course of construction, which protection shall be adequate for the purpose to the full approval of the Architect. Such protection shall only be removed on written instruction.</p> <p><b><u>Description</u></b></p> <p>The description and dimensions of the following items are intended as a means of identifying the items only and are not intended as full descriptions. The Tenderer shall allow for all costs in his rates to satisfy the above requirements as no extras shall be entertained due to the contractors failure to do so.</p> <p>V-Joints or the like between brick and concrete surfaces shall be deemed to be included in the external plaster on walls rate.</p> <p><b><u>SCREEDS</u></b></p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 11          Plastering</p>			<p style="text-align: right;">R</p>

Brought Forward			R
<u>Screeds on wood / power floated concrete</u>			
1	Average 25mm thick	m <sup>2</sup>	393
2	Average 100mm thick to falls and currents to receive waterproofing	m <sup>2</sup>	32
<u>INTERNAL PLASTER</u>			
<u>One coat (5:1) cement plaster on brickwork</u>			
3	On walls	m <sup>2</sup>	327
4	On narrow widths	m <sup>2</sup>	16
<u>One coat gypsum skim plaster to drywall partitions, ceiling soffits, etc.</u>			
5	On partitions	m <sup>2</sup>	499
6	On concrete soffits	m <sup>2</sup>	18
Carried Forward to Summary of Section No.			R
Section No. 2			
Bill No. 11			
Plastering			

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 12</u></b></p> <p><b><u>TILING</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Descriptions and Quantities</u></b></p> <p>The descriptions of the items in this document are intended as a means of locating and identifying the items only and are not intended as full descriptions and specifications of items. Quantities contained in these Bills of Quantities are indicative only and shall not be used for ordering purposes.</p> <p>The Descriptions contained in these Bills of Quantities are to be read in conjunction with the tender drawings and are not intended as a means of identifying the various facets of the works. Tenderers shall allow for all costs in connection with the various items taking full cognizance of the tender drawings, specifications and descriptions in the Bills of Quantities.</p> <p><b><u>Prices</u></b></p> <p>All quantities are measured net, based on actual areas shown on the drawings. Pricing must allow for all wastage, cutting, holes, drilling and protection of existing finishes, during the progress of the works and allow for cleaning off upon completion.</p> <p><b><u>Final Measurement</u></b></p> <p>Final site measurements and requirements shall be made using the latest revision of construction issue drawings.</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2            Bill No. 12            Tiling</p>			<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>Protection</u></b></p> <p>The contractor will be required to protect his work during the course of construction and installation, which protection shall be adequate for the purpose, to the full approval of the Principal Agent. Such protection shall only be removed upon written instruction from the Principal Agent.</p> <p>Should the tenderer decide that the above mentioned minimum specification is not sufficient and additional protection is required, the tenderer will obtain approval from the Architect prior to tender submission for any such additional protection and include for the same in this tender.</p> <p>Tenderers are to allow for all costs associated with the above mentioned requirements, as no extras will be entertained due to the tenderers failure to do so.</p> <p>Should the contractor not make a separate allowance for protection, it will be deemed included within their rates and no claims will be entertained in this regard.</p> <p><b><u>Supplier Contact Details</u></b></p> <p>Tenders are required to familiarise themselves with the suppliers terms and conditions at the time of tender. Particularly payment and delivery conditions are to be noted to avoid any delays, and no claim relating to payment of suppliers will be entertained at a later stage.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Tiling Adhesive</u></b></p> <p>The Tenderers are to submit to the Principal Agent a full specification regarding the tile adhesive and grouting before any construction starts, for his written approval. Tenderers are to allow for this in their rates as no claims will be entertained in this regard.</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 12          Tiling</p>		R	

Brought Forward			R
<b><u>Substrate preparation</u></b>			
Tenderers are to note that it has been assumed that tiling will generally be fixed with adhesive to one of the following substrates:			
Existing concrete surface beds / slabs			
New concrete surface beds / slabs			
Brickwork			
Concrete columns and walls			
<b><u>WALL TILING</u></b>			
<b><u>Allow the PC Amount of R250/m2 (Two hundred and Fifty Rand per square meter) for the supply of wall tiles in below rates. Rates to include adhesive, grout, trims, fixing, labour and wastage complete.</u></b>			
1	Splashback	m <sup>2</sup>	1
2	300 x 600 porcelain wall tiles	m <sup>2</sup>	5
<b><u>FLOOR TILING</u></b>			
<b><u>Allow the PC Amount of R250/m2 (Two hundred and Fifty Rand per square meter) for the supply of floor tiles in below rates. Rates to include adhesive, grout, trims, fixing, labour and wastage complete.</u></b>			
<u>600 x 600 Matt Porcelain floor tile</u>			
3	On floors	m <sup>2</sup>	393
<b><u>SUNDRIES</u></b>			
4	Aluminium square edge trim	m	1
5	10mm Kirk Marketing M-Trim movement joint	m	62
<b>Carried Forward to Summary of Section No.</b>			R
Section No. 2			
Bill No. 12			
Tiling			

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 13</u></b></p> <p><b><u>PLUMBING AND DRAINAGE</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Wire gratings</u></b></p> <p>Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings</p> <p><b><u>Stormwater channels</u></b></p> <p>Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, disposal of surplus material on site, concrete, formwork and reinforcement, etc</p> <p><b><u>Manholes, grid inlets, catchpits and sumps</u></b></p> <p>All manholes, grid inlets, catchpits and sumps are to be priced complete including necessary excavation, concrete base, brickwork, bending, ring beams and backfill. Covers and frames are measured separately.</p> <p><b><u>Soak-away drain</u></b></p> <p>Descriptions of soak-away drain shall be deemed to include excavation, stone filling graded 75mm diameter nominal railway ballast, "Bidim" geofabric filter blanket over stone, 300mm earthfilling over and disposal of surplus material on site</p>			
	<p><b>Carried Forward</b></p>			R
	<p>Section No. 2            Bill No. 13            Plumbing and Drainage</p>			

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>Septic tanks</u></b></p> <p>Descriptions of proprietary type septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions and disposal of surplus material on site</p> <p><b><u>Stainless steel basins, sinks, wash troughs, urinals, etc</u></b></p> <p>Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0)</p> <p>Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8)</p> <p>Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8)</p> <p>Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable</p> <p><b><u>Sealing of edges</u></b></p> <p>Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved silicone</p> <p><b><u>uPVC pipes and fittings</u></b></p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings</p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 13          Plumbing and Drainage</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>uPVC pressure pipes and fittings</u></b></p> <p>Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings</p> <p>Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p> <p><b><u>High density polyethylene (HDPE) pipes and fittings</u></b></p> <p>Pipes shall be type IV and of the class specified with "Plasson" or "Alprene" compression fittings</p> <p><b><u>"Polycop" polypropylene pipes</u></b></p> <p>Polypropylene pipes 54mm diameter and smaller shall be seamless copper coloured Class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or where so described "Polylock" compression fittings</p> <p>Pipes shall be firmly fixed to walls, etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p><b><u>Copper pipes</u></b></p> <p>Pipes shall be hard drawn and half-hard "Maksal" pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 13          Plumbing and Drainage</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition</p> <p><b><u>Reducing fittings</u></b></p> <p>Where fittings have reducing ends or branches they are described as "reducing" and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained</p> <p><b><u>Fixing of pipes</u></b></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p><b><u>Paper wrapping to pipes</u></b></p> <p>Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings</p> <p><b><u>Disinfection of water pipework</u></b></p> <p>Water pipework is to be disinfected at completion in accordance with SABS 1200L (provision for disinfection elsewhere)</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 13          Plumbing and Drainage</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.</u></b></p> <p>Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied in the appropriate widths and with 20% overlaps</p> <p>Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including mastic, tape, "Layflat" sheeting, securing of same, etc</p> <p>Prices for wrapping of pipes shall include for all work as described to couplings in the length</p> <p><b><u>Laying, backfilling, bedding, etc of pipes</u></b></p> <p>Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled</p> <p>Where no manufacturers' instructions exist, pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following:      SABS 1200L : Medium-pressure pipelines      SABS 1200LD : Sewers      SABS 1200LE : Stormwater drainage</p> <p>Pipe trenches, etc shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200DB : Earthworks (Pipe trenches)</p> <p>Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB : Bedding (Pipes)</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2        Bill No. 13        Plumbing and Drainage</p>		R	

<p style="text-align: center;"><b>Brought Forward</b></p> <p><b><u>As-built drawings</u></b></p> <p>Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)</p> <p><b><u>Classification of excavated materials</u></b></p> <p>The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"</p> <p>If the contractor considers that any of the excavations are more difficult in nature than excavations in "earth", he shall immediately notify the Engineer and quantity surveyor in writing. If the contractor fails to make such notification, the excavations shall be deemed to be in "earth" and shall be measured, and valued, accordingly.</p> <p>The contractor may, with the prior written permission of the Engineer and in terms of the conditions of contract, use any method he chooses to excavate any class of material, but his chosen method of excavation shall not determine the classification of the materials excavated.</p> <p><b><u>Carting away of excavated material</u></b></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2        Bill No. 13        Plumbing and Drainage</p>		R	

<p style="text-align: right;"><b>Brought Forward</b></p> <p><b><u>Testing</u></b></p> <p>The cost for density tests on filling shall be allowed for in the compaction and filling rates as per Clause 7 SANS 1200D</p> <p><b><u>Excavations</u></b></p> <p>Tenderers are to note Over break in excavations is expected due to the nature of the insitu material. There shall be NO ADDITIONAL PAYMENT for additional backfill material required to backfill any trench to completed levels. The rates tendered under the relevant excavation items in the Bill of Quantities shall include for making up overbreak.</p> <p>The rates tendered under the relevant items in the Bill of Quantities shall include for battering or shoring and no additional payment will be made for making the excavations safe.</p> <p><b><u>Measurements and Bills of Quantities</u></b></p> <p>All measurements will be Net on plan measured off construction drawings and all costs are to include for longitudinal lengths and required falls within the tendered rates. Any additional lengths due to falls and longitudinal requirements is to be included in the tendered rates and not the quantities.</p> <p><b><u>STORMWATER DRAINAGE</u></b></p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2        Bill No. 13        Plumbing and Drainage</p>		R	
		R	

Brought Forward			R
<u>Class 34 uPVC pressure pipes including couplings supplied and laid in trenches on class B bedding and including excavations in earth, risk of collapse, selected backfill (class 1) compacted to 93% MOD AASHTO, consolidated backfill compacted to 93% MOD AASHTO, top soil from excavated material and carting away surplus material to a location within free haul distance off the site</u>			
1	160mm diameter pipes exceeding 1m not exceeding 2m deep	m	39
<b><u>Pipe to Daylight</u></b>			
2	<u>160mm diameter uPVC Class 6 pipe to daylight (position to be confirmed on site)</u>	m	18
3	Extra over for 45 degree junctions	No	5
<b><u>Roof Drainage</u></b>			
4	Supply and install 100mm full bore roof outlet in roof slab, including flange, dome/grate, waterproofing, sealing and fixing complete	No	2
5	Form opening through reinforced concrete roof slab for outlet, including trimming and making good	No	2
6	Form opening through brickwork for outlet, including trimming and making good internal and external finishes	No	2
7	uPVC full bore rainwater 110mm downpipe fixed to wall, including brackets, clamps and all fittings	m	10
8	Extra over for bends and directional fittings	No	6
9	Connection of downpipe to grid inlet/manhole, including fittings and sealing	No	2
<b>Carried Forward</b>			R
Section No. 2 Bill No. 13 Plumbing and Drainage			

Brought Forward			R
<p><b><u>Manholes, catchpits, etc</u></b></p> <p>All manholes, catchpits, etc. to the Civil Engineer's satisfaction and in accordance with their detail drawings</p>			
<p><u>Excavate for and construct manhole or grid-inlet structure 600 x 600mm internally of one brick sides in Engineering bricks Type NFXE-14, including step-irons, on 250mm concrete base class 25/19 with mesh ref. 395, the base benched up in class 20/13 concrete finished smooth, with and including 1040 x 1040 Precast H.D central splay with lid with 450Ø opening for cast iron cover and frame. Cover and frame elsewhere measured.</u></p>			
10	Exceeding 1m deep but not exceeding 2m deep	No	2
<p><u>Excavate for and construct storm water grid-inlet manhole structure 450 x 450mm internally of one brick sides in Engineering bricks Type NFXE-14, including step-irons, on 250mm concrete base class 25/19 with mesh ref. 395, the base benched up in class 20/13 concrete finished smooth, with and including 890 x 1890 Precast H.D central splay with lid with 450Ø opening for cast iron cover and frame. Cover and frame elsewhere measured.</u></p>			
11	Exceeding 1m deep but not exceeding 2m deep	No	2
<p><u>Excavate for and construct grid-inlet manhole structure 600 x 600mm internally of one brick sides in Engineering bricks Type NFXE-14, including step-irons, on 250mm concrete base class 25/19 with mesh ref. 395, the base benched up in class 20/13 concrete finished smooth, with and including 1040 x 1040 Precast H.D central splay with lid with 600Ø opening for cast iron cover and frame. Cover and frame elsewhere measured.</u></p>			
12	Exceeding 1m deep but not exceeding 2m deep	No	1
Carried Forward			R
<p>Section No. 2 Bill No. 13 Plumbing and Drainage</p>			

Brought Forward			R
<u>Covers, frames, etc</u>			
<u>Grid Inlets</u>			
13	450 x 450 mm heavy-duty (HD) polymer, tamper-proof grid inlet, including cover and frame, shall be SABS approved.	No	2
14	600 x 600 mm heavy-duty (HD) polymer, tamper-proof grid inlet, including cover and frame, shall be SABS approved.	No	1
<u>Manhole Covers</u>			
15	600 x 600 mm heavy-duty (HD) polymer manhole cover and frame, all tamper-proof, shall be SABS approved.	No	2
<u>Sundries</u>			
16	Allow for the testing of new installation	Item	
<b><u>INTERNAL DOMESTIC RETICULATION</u></b>			
<b><u>HDPE pipes including straight couplers, fittings, bend, junctions, reducers etc in the running lengths, chased into or fixed to walls or fixed to underside of concrete slabs with 'Sikla" or similar approved rubber insert brackets at required centres.</u></b>			
17	15mm Pipes	m	41
18	22mm Pipes	m	13
19	50mm Pipes	m	20
<b><u>Extra over piping for compression fittings</u></b>			
20	15mm Pipes	m	41
21	22mm Pipes	m	13
Carried Forward			R
Section No. 2 Bill No. 13 Plumbing and Drainage			

Brought Forward			R
22	50mm Pipes	m	20
	<u>Extra over piping for building paper before plastering, tiling etc</u>		
23	15mm Pipes	m	41
24	22mm Pipes	m	13
25	50mm Pipes	m	20
	<u>Valves, non return valves, meters, strainers etc, all to include for adaptors to the equivalent NOMINAL BORE SIZE of piping.</u>		
26	15mm diameter ball valve including adaptors to piping	No	5
27	22mm diameter ball valve including adaptors to piping	No	3
28	50mm diameter ball valve including adaptors to piping	No	1
	<b><u>SOIL DRAINAGE</u></b>		
	<b><u>SOIL DRAINAGE PIPING AND FITTINGS</u></b>		
	<u>Class 34 uPVC pressure pipes including couplings supplied and laid in trenches on class B bedding and including excavations in earth, risk of collapse, selected backfill (class 1) compacted to 93% MOD AASHTO, consolidated backfill compacted to 93% MOD AASHTO, top soil from excavated material and carting away surplus material to a location within free haul distance off the site</u>		
29	160mm diameter pipe exceeding 1m deep, not exceeding 2m deep	m	54
	<b>Carried Forward</b>		
	Section No. 2 Bill No. 13 Plumbing and Drainage		
			R

Brought Forward				R
<u>uPVC drainage pipe fixed to wall (vertical), including all brackets, supports, joints, bends and fittings, complete</u>				
30	50mm diameter pipes not exceeding 1m deep	m	7	
31	110mm diameter pipes not exceeding 1m deep	m	8	
<u>Extra Over Piping for fittings</u>				
32	50mm Junctions	No	9	
33	110mm Junctions	No	10	
34	50mm to 160mm Reducers	No	4	
35	100mm to 160mm Reducers	No	3	
36	45° Bend to suit 110mm pipe	No	3	
37	110mm flexible pan connectors	No	3	
38	Soil stack to suit 160mm diameter pipe	No	13	
39	45° Bend to suit 160mm pipe	No	16	
40	90° Bend to suit 110mm pipe	No	3	
<u>SANITARY FITTINGS AND EQUIPMENT</u>				
<u>SANWARE</u>				
<u>Supply, deliver and install the following sanitary fittings including wastes, traps etc and all associated accessories</u>				
Carried Forward				R
Section No. 2 Bill No. 13 Plumbing and Drainage				

Brought Forward		R
<b><u>WATER CLOSETS</u></b>		
41	<b><u>SF02</u></b> Lyra Plus or similar approved floor standing WC Combi with a ceramic cistern by Jika complete with front push button, fitments and low level flush pipe. Seat and cover to be fitted	No 3
<b><u>URINALS</u></b>		
42	<b><u>SF03</u></b> "Vaal" sanitaryware vitreous china wall hung "lavatera ti" urinal with top inlet (code 705462) overall size 600 x 385 x 380m. include 38mm c.p. domical grating , spreader with 20mm diameter thread and two hanger brackets including exposed (top inlet) flushvalve FJ6-000 flushmaster or similar approved anti-vac bottle trap plain 1 ½" x 40mm by dutton plastics or similar approved	No 2
<b><u>WASH HAND BASINS</u></b>		
43	<b><u>WH01</u></b> 575 x 455mm rectangular counter top basin with 1 taphole and integrated overflow. Hansgrohe - Talis E2 - Tap - Chrome - single lever basin mixer including pop-up waste, Code: HG31612000 Giobella - Gio - waste and overflow - chrome - bottle trap. Code: GIOA186 Hansgrohe - valves - chrome - angle valves. Code: HG90610800	No 2
<b>Carried Forward</b>		R
Section No. 2 Bill No. 13 Plumbing and Drainage		

		Brought Forward		R
		<b><u>SINKS</u></b>		
44	<b><u>SW01</u></b> "Franke" nouveau inset sink model - NVN611 product code 1990001, 800L x 460W mm unit to be manufactured from austenitic stainless steel with a satin finish and supplied complete with 90mm basket strainer waste fittings. Sink to be fitted to kitchen counter top with a minimum 50mm apron all round. Basin "P" trap 1 14" x 40mm from Dutton plastics Eng.	No	1	
		<b><u>MIXERS, TAPS ETC</u></b>		
45	<b><u>WH01</u></b> "Cobra" or similar approved chrome metering pillar tap product code km2-101 with cold index 12 " bsp male inlet sans 226 type 2	No	2	
46	<b><u>SW01</u></b> "Cobra" Capstan - CS - 215/044CP - with aerated swan neck swivel outlet inlets SANS 226 Type 2	No	1	
		<b><u>WASTES, "P" TRAPS ETC</u></b>		
47	<b><u>SF03</u></b> Anti-vac bottle trap plain 1 1/2" x 40mm by "Dutton Plastics" or similar approved	No	2	
48	<b><u>Wash Hand Basin Waste</u></b> "Cobra" or similar approved, 301 slotted basin waste with plug, chain and stay 62mm diameter flange, 77mm long shank 1 41" bsp male outlet connection	No	2	
49	<b><u>Wash Hand Basin Trap</u></b> "Cobra" or similar approved 350 - bottle trap, reseal bottle trap with telescopic basin connection pipe 1 41" bsp female inlet and 1 12" outlet regulator valves to be provided	No	2	
		<b>Carried Forward</b>		R
	Section No. 2 Bill No. 13 Plumbing and Drainage			

Brought Forward			R
50	<u>WC</u> Angle Valvles including flexi hose connectors	No	3
51	<u>Mixers</u> Angle valves including flexi hose connectors	No	2
<b><u>ACCESSORIES</u></b>			
<u>Supply, deliver and install the following fittings</u>			
52	<u>SD01</u> "Serra" or similar approved mild steel white powder coated lockable toilet roll dispenser to hold 3 rolls - colour white (to be confirmed with architect)	No	3
53	<u>SD02</u> "Franke" or similar approved surface mounted paper towel dispenser STRX600, manufactured from grade 304, 1.5mm stainless steel, satin finished with surface treatment. unit to be provided with cylinder lock and standard key capacity 300-400 towels depending on the type of folding	No	3
54	<u>SD03</u> "Franke" or similar approved surface mounted soap dispenser strx618, manufactured from grade 304, 1.5mm stainless steel, stain finished with surface treatment. Unit to have a replaceable and refillable 1 litre container which is suitable for liquid, antiseptic soap and a cylinder lock with standard key.	No	3
55	<u>SA03</u> Cobra or similar approved standard brass hose wall tap, gulley to be provided	No	1
56	<u>SB01</u> "Sera" or similar approved EVE MK2 sani bin colour white - 500mm closed height	No	2
<b>Carried Forward</b>			R
Section No. 2 Bill No. 13 Plumbing and Drainage			

		Brought Forward		R
57	<p><b><u>SB02</u></b>            "Franke" or similar approved surface mounted waste bin STRX605 manufactured from grade 304 1.5mm stainless steel satin finished with surface treatment to be provided with cylinder lock and standard key capacity 34 Litres</p> <p><b><u>ELECTRIC WATER HEATERS</u></b></p> <p><u>Supply, deliver and install the following fittings</u></p>	No	2	
58	<p><b><u>SA02</u></b>            "Franke" stainless steel 5 litre hydro boil product code 2610009 including zip global plus water filtration kit complete to be provided along with all associated accessories</p> <p><b><u>Testing</u></b></p>	No	1	
59	Testing water pipe system		Item	
<p><b>Carried Forward to Summary of Section No.</b></p> <p>Section No. 2            Bill No. 13            Plumbing and Drainage</p>				R



Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 15</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Notes</u></b></p> <p>These Bills of Quantities are provisional and are only indicative of the actual final quantities required and should not be used for ordering purposes.</p> <p>All paint used must be applied in strict accordance with manufacturer's instructions. Refer to Annexure M-Preambles.</p> <p><b><u>Protection</u></b></p> <p>The Sub-contractor will be required to protect his work during the course of construction, which protection shall be adequate for the purpose to the full approval of the Architect. Such protection shall only be removed on written instruction.</p> <p><b><u>Descriptions</u></b></p> <p>The description and dimensions of the following items are intended as a means of identifying the items only and are not intended as full descriptions. The Tenderer shall allow for all costs in his rates to satisfy the above requirements as no extras shall be entertained due to the Sub-contractors failure to do so.</p> <p><b><u>Paint Specification</u></b></p> <p>All painting shall be done in accordance with Architect's specifications unless otherwise described</p> <p style="text-align: right;"><b>Carried Forward</b></p> <p>Section No. 2          Bill No. 15          Paintwork</p>			<p style="text-align: right;">R</p>

<p style="text-align: center;"><b>Brought Forward</b></p> <p>All painting shall be done in accordance with Architect's specifications unless otherwise described</p> <p><b><u>Colours</u></b></p> <p>Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091</p> <p><b><u>Guarantee</u></b></p> <p>A Project Guarantee Request Sheet must be filled in and passed on to the relevant ICI Dulux representative. Please request this from your specifier consultant. The client/contractor must notify ICI Dulux TWO weeks prior to commencement of the project to facilitate the necessary QA.</p> <p><b><u>PAINTWORK, ETC TO NEW WORK</u></b></p> <p><b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b></p> <p><b><u>Dulux, or similar approved, trade alkali-resistant plaster primer shall be applied, followed by two coats of approved "Trade Pure Acrylic Low Sheen PVA" paint, in accordance with the manufacturer's specifications. The colour of the paint shall be Inspired Neutrals Ebony Mists 5 - Night Jewels 5, with a sample to be provided for approval.</u></b></p> <p>1 Internal walls m<sup>2</sup> 412</p> <p><b><u>ON SMOOTH CONCRETE SURFACES</u></b></p>		R	
<p style="text-align: center;"><b>Carried Forward</b></p> <p>Section No. 2        Bill No. 15        Paintwork</p>		R	

Brought Forward			R
	<p><u>Dulux, or similar approved, trade alkali-resistant plaster primer shall be applied, followed by two coats of approved “Dulux Wall Guard Premium Quality Exterior Coating” paint, in accordance with the manufacturer’s specifications. The colour of the paint shall be white, with a sample to be provided for approval.</u></p>		
2	Ceilings and beams	m <sup>2</sup>	18
	<p><b><u>ON PLASTERBOARD SURFACES</u></b></p> <p><u>Apply one coat of undercoat Dulux, or similar approved, trade alkali-resistant primer, followed by two coats of Dulux, or similar approved, trade 65 matt paint, in compliance with SABS 634. The colour shall be white. Stainless steel clout nails shall be provided.</u></p>		
3	Partitions	m <sup>2</sup>	499
	<p><b><u>ON WOOD</u></b></p> <p><u>Remove all particles and wipe surface clean of dust. Apply three (3) coats of “Kansai Plascon” or similar approved Suede Exterior Sunproof Varnish to door in strict accordance with the manufacturer’s specifications. Lightly sand between coats using 240-grit sandpaper, allowing 24 hours drying time between each coat. Complete application in accordance with “Timbercare” instructions. Note: Remove all dust before recoating.</u></p>		
4	Doors	m <sup>2</sup>	135
5	Doors frames, etc.	m <sup>2</sup>	8
	<p><b><u>Two coats oil wood primer</u></b></p>		
6	Backs of frames, linings, etc. not exceeding 300mm wide	m	119
Carried Forward			R
Section No. 2			
Bill No. 15			
Paintwork			

		Brought Forward		R
	<b><u>ON METAL</u></b>			
	<b><u>Prepare and apply one coat galvanised iron primer, one coat "Dulux Trade Universal Undercoat" and two top coats "Dulux Pearlglow waterbased enamel" paint, in accordance with manufacturer's specifications</u></b>			
7	Door frames	m <sup>2</sup>	24	
	<b>Carried Forward to Summary of Section No.</b>			R
	Section No. 2			
	Bill No. 15			
	Paintwork			

Item No		Quantity	Rate	Amount R
	<p><b><u>BILL NO. 16</u></b></p> <p><b><u>EXTERNAL WORKS</u></b></p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Specification</u></b></p> <p>Where BOQ item descriptions are in conflict with Engineers specification, S0000 "General Notes". Then the Engineers specification is to take preference.</p> <p><b><u>STORMWATER</u></b></p> <p><b><u>Concrete Channel</u></b></p>			
1	<p>Construct 1000mm wide concrete V-shaped apron including excavation, 150mm G2 layer compacted to 98% MOD AASHTO density and mesh Ref 345,</p>	m	26	
	<p><b><u>Flo-Drain to be priced in accordance with the detail Flo-Drain detail in the engineers drawing No. 26029 Stormwater_201_Rev A.</u></b></p> <p><b><u>No further claims will be accepted for any items missed/not priced on the above mentioned drawing.</u></b></p>			
2	<p>Construct 100mm diameter Kaypipe Geo-pipe with "A4" BIDIM (SABS approved) between existing and new brickwork, including careful hand excavations to a depth of approximately 1m to carefully expose existing footings, laid to 1:100 fall to connect to new storm water manhole laid on 150mm thick 19mm stone layer and backfilled with selected umgeni sand of varying depth and 300mm thick 19mm stone</p>	m	36	
	<b>Carried Forward</b>			R
	<p>Section No. 2          Bill No. 16          External Works</p>			

Brought Forward			R
3	<p><u>Mitre Chute Drain to be priced in accordance with the detail Mitre Chute Drain detail in the engineers drawing No. 26029 Stormwater 202 Rev A</u></p> <p><u>No further claims will be accepted for any items missed/not priced on the above mentioned drawing.</u></p> <p>Mitre Chute Drain consisting of 200mm thick concrete base, mesh Ref 193, with hard burnt brick spaced 100mm end-to-end. 200x400mm deep concrete downstand beam and 200mm thick concrete upstand beam with 2.5m x 1m x 1m deep boulder scour protection</p>	No	1
<p>Carried Forward to Summary of Section No.</p> <p>Section No. 2            Bill No. 16            External Works</p>			R

Bill No	Builders Work <u>SECTION SUMMARY - Builders Work</u>	Page No	Amount R
1	Alterations	49	
2	Earthworks	54	
3	Concrete, Formwork and Reinforcement	59	
4	Masonry	62	
5	Waterproofing	66	
6	Carpentry and Joinery	70	
7	Ceilings, Partitions and Access Flooring	76	
8	Floor coverings, wall linings, etc	78	
9	Ironmongery	81	
10	Metalwork	84	
11	Plastering	86	
12	Tiling	89	
13	Plumbing and Drainage	105	
14	Glazing	106	
15	Paintwork	110	
16	External Works	112	
	<b>Carried to Final Summary</b>		R
	Section No. 2		

Item No		Quantity	Rate	Amount R
	<p><b><u>PROVISIONAL SUMS ETC</u></b></p> <p><b>Note :</b> All provisional sums are <u>net</u> and <u>exclude</u> any builders discount.</p> <p>The Employer reserves the right to execute any of the Provisional Sums / Allowances as described below as direct contracts. No claims will be entertained from the Principal Contractor in this eventuality.</p> <p><b><u>SERVICES INSTALLATIONS</u></b></p> <p><b><u>The following sub-contract amounts are for work to be carried out by selected sub-contractors in terms of the Principal Building Agreement</u></b></p> <p><b><u>Electrical Installation</u></b></p>			
1	Provide the amount of R250 000.00 (Two Hundred and Fifty Thousand) for the electrical installation, executed complete	Item		250 000.00
	<p><b><u>HVAC Installation</u></b></p>			
2	Provide the amount of R250 000.00 (Two Hundred and Fifty Thousand) for air conditioning installation general ventilation, executed complete	Item		250 000.00
	<p><b><u>Smoke Detection</u></b></p>			
3	Provide the amount of R50 000.00 (Fifty Thousand) for installation of smoke detection, executed complete	Item		50 000.00
	<p><b><u>CCTV</u></b></p>			
4	Provide the amount of R50 000.00 (Fifty Thousand) for installation of CCTV, executed complete	Item		50 000.00
	<b>Carried Forward</b>			
	Section No. 3 Bill No. 1 Provisional Sums		R	

Brought Forward			R
	<b><u>Reception Counter</u></b>		
5	Provide the amount of R80 000.00 (Eighty Thousand) for installation of reception counter, executed complete	Item	80 000.00
	<b><u>BUDGETARY ALLOWANCES</u></b>		
	Note: Budgetary allowances listed below are for work to be executed by the Main Contractor and will be measured and evaluated in terms of rates submitted against similar items in these bills and in terms of the conditions of contract.		
	Note: These items are to be taken into account in the pricing of Preliminaries and General as they will not attract separate Preliminaries of their own.		
	<b><u>Allowance for CLO</u></b>		
6	Provide the amount of R40 000.00 (Forty Thousand) for community liaison officer	Item	40 000.00
	<b><u>Allowance for Stormwater Services</u></b>		
7	Provide the amount of R50 000.00 (Fifty Thousand) for re-routing/tie into existing sewer and stormwater services	Item	50 000.00
	<b><u>Allowance for Generator Upgrade</u></b>		
8	Provide the amount of R200 000.00 (Two Hundred Thousand) for the upgrade/refurbishment of the Generator	Item	200 000.00
	Sub Total		R
	<b>Carried to Final Summary</b>		R
	Section No. 3 Bill No. 1 Provisional Sums		

Section No	<u>FINAL SUMMARY</u>	Page No		Amount R
1	Preliminaries & General	42		
2	Builders Work	113		
3	Provisional Sums & Budgetary Allowances	115		
	SUB TOTAL		R	
	Contingency at 5%	%		
	SUB TOTAL EXCL VAT			
	VAT 15%			
	TOTAL INCL VAT			
	TOTAL CARRIED TO FORM OF TENDER		R	

C3 SCOPE OF WORK

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**C3 SCOPE OF WORK**

## **C3.1 Description of the Works**

### **CONTENTS**

1. EMPLOYER'S OBJECTIVES
2. OVERVIEW OF THE WORKS
3. EXTENT OF THE WORKS
4. LOCATION OF THE WORKS

1. **EMPLOYER'S OBJECTIVES**

**MAINTENANCE OF MUNICIPAL BUILDING – MAIN OFFICE (PHASE 1)**

2. **OVERVIEW OF THE WORKS**

The Works are for the **MAINTENANCE OF MUNICIPAL BUILDING – MAIN OFFICE (PHASE 1)**

3. **EXTENT OF THE WORKS**

Renovations to lower ground floor office  
New Ablutions

C3 SCOPE OF WORK

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**4. LOCATION OF THE WORKS**

See attached locality map

## **C3.2 Construction**

### **CONTENTS**

1. APPLICABLE STANDARDISED SPECIFICATIONS
2. WAYLEAVES, PERMISSIONS AND PERMITS

#### **1. APPLICABLE STANDARDISED SPECIFICATIONS**

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 Schedules of Rates and 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.

#### **2. 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.

C4 SITE INFORMATION

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**C4 SITE INFORMATION**

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C4 SITE INFORMATION

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## **C4 Site Information**

### **C4.1: CONDITIONS ON SITE**

#### **1 Nature of Ground**

The nature of the ground varies from sandy material to hard rock, concrete or tarmac. The Bidder shall indemnify the Municipality against the cost of repairing any underground services damaged by the Bidder or his agents, while carrying out such excavations.

#### **2 Spoil Material**

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

#### **3 Finishing – off the Site**

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

#### **4 Existing Services**

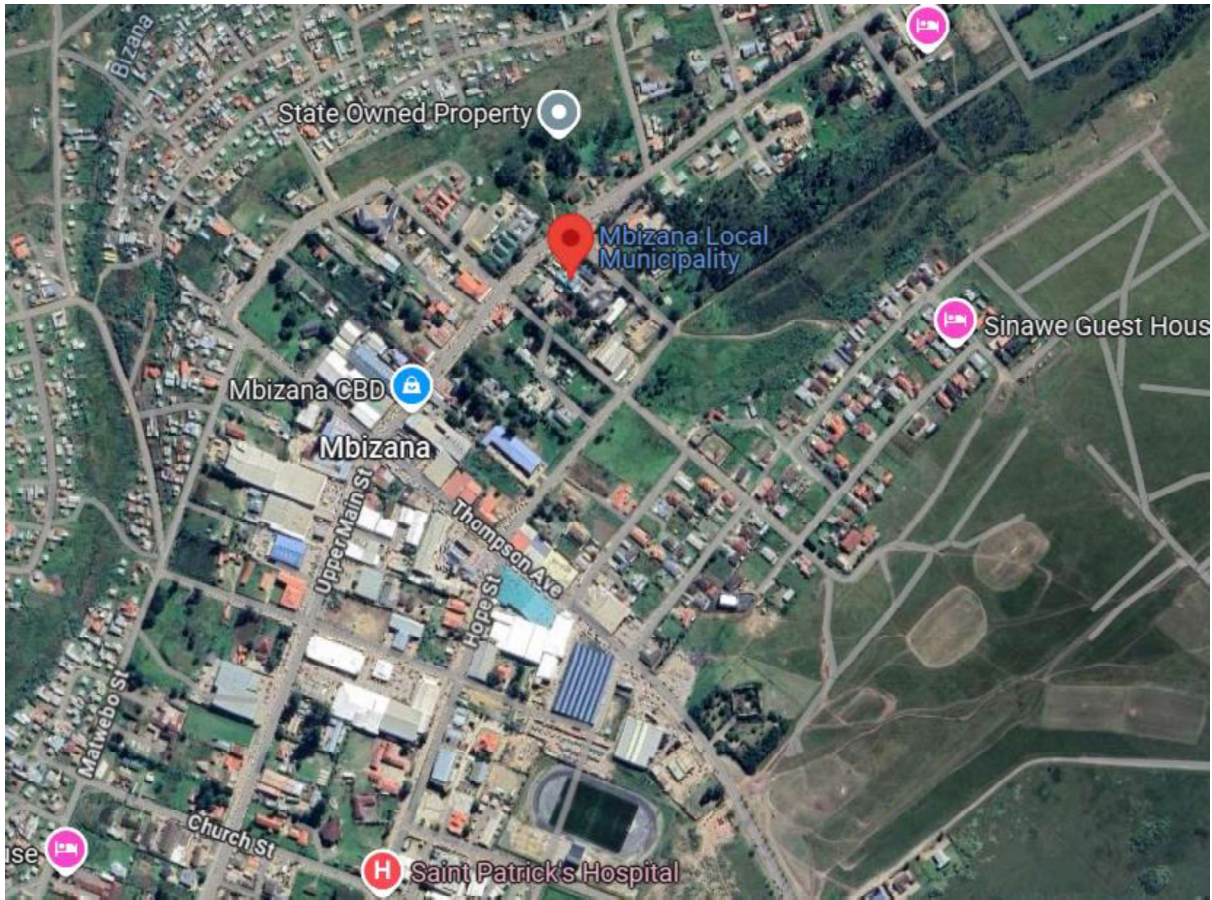
Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4 SITE INFORMATION

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## C4.2 Locality Plan



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C5. PARTICULAR SPECIFICATION

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**C5 ANNEXURES**



C5. PARTICULAR SPECIFICATION

<b>SUMMARY OF CONTENTS</b>	
<b>Section</b>	<b>Title</b>
1	Introduction
2	Reference Documents
3	Definitions
4	Responsibilities
5	Objectives and Targets
6	Planning and procedures
7	Implementation of the Occupational Health and Safety Specification
8	Application of the Health and Safety Specification
	8.1 Compensation for Occupational Injury and Diseases
	8.2 Occupational Health and Safety Policy
	8.3 Hazard identification and Risk Assessment
	8.4 Health and Safety Committee
	8.5 Health and Safety Training
	8.6 General Record Keeping
	8.7 Incentives
	8.8 Penalties
	8.9 Emergency procedures
	8.10 Hazards and Potentially Hazardous Situations
	8.11 Personal Protective Equipment and Clothing
	8.12 Safety Signage
	8.13 Permits
	8.14 Contractors and Suppliers
9	Health and Safety in Practice
	9.1 Excavations
	9.2 Demolition
	9.3 Explosives and Blasting
	9.4 Stacking of materials and housekeeping
	9.5 Hazardous Chemical Substances
	9.6 Asbestos
	9.7 Plant and Machinery
<b>ANNEXURES</b>	
A	Health and Safety Policy
B	Hazardous Task Identification
C	Risk Assessment
D	Induction
E	Toolbox talk
F	Audit Schedule

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C5. PARTICULAR SPECIFICATION

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**1 Introduction**

Purpose and Scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

**2 Reference Documents**

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

**3 Definitions**

**The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:**

Construction / Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

Means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification and Risk Assessment and Risk Control (HRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer and/or client.

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C5. PARTICULAR SPECIFICATION

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The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. **(OHSA)**

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor's Responsible Person / s

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor

Means "subcontractor".

Health and Safety Program

Encompasses The COMPANY safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

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C5. PARTICULAR SPECIFICATION

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**4 Responsibilities**

**4.1 Notification of Intention to Commence Construction Work**

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

**4.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site**

*The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the **OHSA** and Client specifications.*

*The above shall also be imposed upon all subcontractors.*

**4.3 Safety Officer Appointment**

*A part-time Health and Safety consultant shall be appointed upon commencement of the project.*

*The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.*

**4.4 Risk Assessment Competent Person**

*The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined.*

**(Annexure E)**

**4.5 Competency for Contractor's Responsible Persons**

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

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C5. PARTICULAR SPECIFICATION

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**4.6 Health and Safety Representatives**

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

**5 Objectives and targets**

5. Compliance with the COMPANY Health and Safety Policy.
6. Everyone is responsible for organising accident prevention at his or her own level on site.
7. Safety training is important.
8. Prevention.
9. Working safely ensures your job.
10. The COMPANY management commits itself to the objectives and targets.
11. Disabling Injury Frequency Rate (DIFR) of 2.0 or less.
12. 90% compliance on monthly Health and Safety Audits.
13. Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA) and Regulations.
14. Compliance with the Client's Safety Specification for Construction.

**6 Planning and Procedures**

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

1. Administration
2. Appointments
3. Safety Committees
4. Registers, checklists and permits
5. Incident Management
6. Emergency Planning
7. Contractors
8. Risk Assessments
9. Audits
10. Hazardous substance control
11. Training
12. Mining Requirements
13. Roads Requirements
14. Planning

**7 Implementation of the Occupational Health and Safety Specification**

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

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C5. PARTICULAR SPECIFICATION

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**8 Application of the Health and Safety Specification**

**8.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)**

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

**8.2 Occupational Health and Safety Policy**

The COMPANY Health and Safety Policy is attached for reference purposes.  
**(Annexure A)**

**8.3 Hazard Identification Risk Assessment**

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

- Health and Safety Representative(s),
- Health and Safety Committee Member(s)
- Management Representative / Site Agent

Attached in the form of **Annexure C and D**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will be conducted in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

- Site Establishment
- Demolition works
- Excavation
- Concrete works
- Lifting operations
- Hand held tools
- Motorised Equipment

**8.4 Health and Safety Committee**

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

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The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.

Members of the committee shall include the following and are not limited to:

- Safety Consultant. (When available)
- Contractor's site representative. (Supervisory level)
- Contractor's site representatives. (Operating level)
- Project Engineer nominated representative. (Co-opted status)

### **8.5 Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is acknowledged as such. The Training Planning Matrix shall be provided upon request.

#### **8.5.1 Induction**

#### **Training**

Induction training shall be attended with the Client as well as The COMPANY Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes.  
**(Annexure E)**

#### **8.5.2 Awareness Training**

Weekly awareness training shall be conducted using the COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors.  
**(Annexure F)**

#### **8.5.3 Competency**

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training.  
(This may include operators)

#### **8.5.4 First Aid and Health & Safety Representative Training**

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

### **8.6 General Record Keeping**

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the

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requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

**8.6.1 Statistics**

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, **Disabling Lost Time Incidents**), **training etc. referred to above are kept on site**. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

DIFR (Disabling Injury Frequency Rate)  $\frac{\text{DI's} \times 1\,000\,000}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate)  $\frac{\text{Days Lost} \times 1\,000}{\text{Man-hours}}$

**8.6.2 General Inspection, Monitoring and Reporting**

The COMPANY shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

**8.6.3 Internal Audits**

Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant, shall be conducted on the audit schedule attached as per **Annexure G**.

Records of the audits shall be forwarded to the Project Engineer and shall be filed on site for reference purposes.

**8.7 Incentives**

No incentive scheme is being identified unless required by the client.

**8.8 Penalties**

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

**8.9**

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**8.10 Emergency**

**Procedures**

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

**8.10.1 First Aid Box and Contents**

The Site Agent shall ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSWA with recognised and accredited service providers as defined above. Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

**Accident and Incident Reporting and Investigation**

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSWA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSWA and the company specific procedures.

Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

**8.11 Hazards and Potentially Hazardous Situations**

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

**8.12 Personal Protective Equipment and Clothing**

The COMPANY shall comply with OHSWA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSWA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided. Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

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**8.13 Safety Signage**

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

**8.14 Permits**

- The COMPANY shall ensure that access to site works is restricted to construction personnel.
- All attempts will be made to restrict spectator access.
- Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)
- Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

**8.15 Contractors and Suppliers**

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed. All contractors shall be covered by the COMPANY Safety Plan and will be issued the same.

**9 Health and Safety in Practice**

**9.1 Excavations**

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

- (a) The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;
- (b) All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- (c) The safe working procedure shall be communicated to all employees who may be effected by the work; and
- (d) The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- (e)

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- (f) For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- (g) Material excavated shall be removed from the point of excavation.
- (h) Ensure stability of adjoining structures.

### **9.2 Demolition**

No demolition work is being envisaged on this project.

### **9.3 Explosives and Blasting**

No blasting activities are envisaged on this project.

### **9.4 Stacking of Materials and Housekeeping**

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

### **Hazardous Chemical Substances**

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project engineer at all times.

#### **9.4.1 Fuel / Diesel**

- Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas shall be bunded.
- Re-fuelling shall be conducted in designated re-fuelling areas only.
- Spill-kits shall be available at all times in these designated areas.
- The surface of the bunded areas and walls shall be of impermeable material.
- The bunded area shall be sloped towards a collection pit.

### **9.5 Asbestos**

No asbestos is to be used on this Project.

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**9.6 Plant and Machinery**

**9.6.1 Construction Plant**

- All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Service and maintenance of the vehicles shall be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The COMPANY shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorised operator.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

**9.6.2 Transport of Personnel**

- Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.
- Road safety principles shall be adhered to on and off site.

**9.6.3 Vessels under Pressure (VuP) or Gas Bottles**

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.

**9.6.4 Fire Equipment**

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

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- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurization.
- The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

**9.6.5 Hired Plant and Machinery**

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators competency be verified and the operator undergo an induction training session.
- The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
- The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

**9.6.6 Scaffolding / Working at heights / Fall Protection**

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffolds shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

**9.6.7 Falsework / Formwork for Structures**

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

**9.6.8 Lifting Machinery and Tackle**

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
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- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksman who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The Operators shall be tested for medical fitness.

**9.6.9 Ladders and Ladder Work**

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

**9.6.10 General Machinery**

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
- The COMPANY shall ensure that records are maintained of all services conducted.

**9.6.11 Lighting and Power**

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

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**9.6.12 Portable Electrical Tools / Explosive Power Tools**

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
- All users shall undergo regular awareness training to ensure compliance.
- The Site Agent shall ensure the required PPE and clothing is provided and maintained.

**9.6.13 Public Health and Safety**

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

**9.6.14 Night Work**

Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

**9.6.15 Facilities for Safe Keeping / eating areas**

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

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HAZARDOUS TASK IDENTIFICATION (HTI)													
Ser no:	INFORMATION REQUIRED	DETAILS								SIGNATURE	Key Table		
1	Name of contract:										0=	NONE	
2	Date prepared:										1=	LOW	
3	Prepared by:										2=	MEDIUM	
4	Name of person approving:										3=	HIGH	
Risk Assessment (RA) Code	LIST OF ALL STANDARD TASKS	What is the future potential that this task can cause further....								Total Score	Rating	Doc Required	
		Is it a new or unusual task?	Is it a dangerous task?	Personal injury	Health risk	Impact on the environment	Property damage	Fire	Has the task caused previous injury / loss?	Yes = 3 / No = 0	0 - 7 Low risk, 8 - 17 Med risk, 18 -24 High risk	RA - Risk assessment, MST - Method statement	
RA-1	Site clearing - manual labour & small tools	1	1	1	1	1	1	1	0	7	LOW RISK	MST	
RA-2	Site clearing - using mechanical means									0	LOW RISK	MST	
RA-3	Site establishment - FSM erection / dismantling									0	LOW RISK	MST	
RA-4	Site establishment - Container store / office offload									0	LOW RISK	MST	
RA-5	Excavations - using manual labour									0	LOW RISK	MST	
RA-6	Excavations using motorised plan									0	LOW RISK	MST	
RA-7	Excavations - working inside < 1.5 metres									0	LOW RISK	MST	
RA-8	Excavations - working inside > 1.5 metres									0	LOW RISK	MST	
RA-9	Batching plants - erection / dismantle									0	LOW RISK	MST	
RA-10	Batching plants - general working and operation									0	LOW RISK	MST	
RA-11	Concrete mixing - using manual labour									0	LOW RISK	MST	
RA-12	Concrete mixing - using mechanical means									0	LOW RISK	MST	
RA-13	Concrete pours - using lifting machinery (Cranes etc)									0	LOW RISK	MST	
RA-14	Concrete pours - using motorised plant (dumpers etc)									0	LOW RISK	MST	
RA-15	Concrete pours - using mechanical pump									0	LOW RISK	MST	
RA-16	Lifting Equipment - Tower crane erection / dismantle									0	LOW RISK	MST	
RA-17	Lifting Equipment - Tower crane operation									0	LOW RISK	MST	
RA-18	Lifting Equipment - Mobile crane operation									0	LOW RISK	MST	
RA-19	Lifting Equipment - Telescopic handler operation									0	LOW RISK	MST	
RA-20	Lifting Equipment - Forklift operation									0	LOW RISK	MST	
RA-21	Lifting Equipment - using lifting tackle									0	LOW RISK	MST	
RA-22	Formwork - general erection / dismantling									0	LOW RISK	MST	
RA-23	Formwork - lifting and placing large panels									0	LOW RISK	MST	
RA-24	Formwork - work on support decks									0	LOW RISK	MST	
RA-25	Scaffolding - erect / dismantle small scaffolds < 2 m									0	LOW RISK	MST	
RA-26	Scaffolding - erect / dismantle large scaffolds > 2 m									0	LOW RISK	MST	
RA-27	Scaffolding - use of mobile scaffolds									0	LOW RISK	MST	
RA-28	Scaffolding - dismantling of scaffolding									0	LOW RISK	MST	
RA-29	Demolition - using small electric breakers									0	LOW RISK	MST	
RA-30	Demolition - using compressed air breakers									0	LOW RISK	MST	
RA-31	Demolition - using motorised mechanical means									0	LOW RISK	MST	
RA-31	Demolition - using explosives / blasting operations									0	LOW RISK	MST	
RA-33	Trades - Brickwork operations									0	LOW RISK	MST	
RA-34	Trades - Plastering operations									0	LOW RISK	MST	
RA-35	Trades - Painting operations									0	LOW RISK	MST	
RA-36	Trades - Ceiling operations									0	LOW RISK	MST	
RA-37	Trades - Roofing installations									0	LOW RISK	MST	
RA-38	Trades - glazing installations									0	LOW RISK	MST	
RA-39	Trades - Tiling operations									0	LOW RISK	MST	
RA-40	Trades - carpentry (Doors / windows)									0	LOW RISK	MST	
RA-41	Trades - Metal work (Doors / windows)									0	LOW RISK	MST	
RA-42	Trades - Steel erection									0	LOW RISK	MST	
RA-43	Trades - plumbing									0	LOW RISK	MST	

SCOPE OF WORKS

ANNEXURE C (Risk Assessment)

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RISK ASSESSMENT										
TASK / ACTIVITY NAME:		Risks identified				Rating	Immediate Action Required	AREA:		
		A	B	C	D		SWP Required	Safe Working Procedure		
		Probability	Severity	Frequency	Risk Score					
1		4	4	6	14	HIGH RISK	✓			
2		6	6	6	18	HIGH RISK	✓			
3		4	4	6	14	HIGH RISK	✓			
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
Methods Used to Minimise Risk		Most Critical Hazards				Control Methods			RA Committee	
Engineering Risk Out	<input type="checkbox"/>	Fatigue	<input type="checkbox"/>	PPE Selection	<input type="checkbox"/>	Codes of Practice	<input type="checkbox"/>	Name:	Sign:	
Use of Specialized PPE	<input type="checkbox"/>	Speed	<input type="checkbox"/>	PPE Issue Records	<input type="checkbox"/>	Supervisory Controls	<input type="checkbox"/>			
Introduce Specialized Controls	<input type="checkbox"/>	Engine Failure	<input type="checkbox"/>	Signs at Area of Use	<input type="checkbox"/>	Training of Personnel	<input type="checkbox"/>			
Training	<input type="checkbox"/>		<input type="checkbox"/>	Safety Talks	<input type="checkbox"/>	Training Records	<input type="checkbox"/>			
	<input type="checkbox"/>		<input type="checkbox"/>	Safe Work Procedures	<input type="checkbox"/>		<input type="checkbox"/>	Approved:	Sign:	
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>			

A	B	C	D
Probability an accident may occur	Severity	Hazard Frequency	Risk Score / Criticality
6 Inevitable	6 Fatal and Permanent Dis	6 Areas every shift	14 to 18 High Risk
4 Probable	4 DLTI (50 000 - 499 999)	4 Areas every week	8 to 13 Medium Risk
2 Highly improbable	2 Medical Case (10 000 - 49 999)	2 Areas every month	0 to 7 Low risk
0 No injury / loss	0 First Aid Case	0 Areas every year	

Probability	Severity	Frequency	Risk Score
6	18	14	12
4	16	12	10
2	10	8	6
0	6	4	2





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<b>SAFETY INDUCTION</b>		
<b>OHS Act 85 of 1993 Sections 8 &amp; 14</b>		
<b>Requirements:</b>		
Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.		
ITEM COVERED	DONE YES/NO	REMARKS
Explain Company Policy / Site Safety Rules Provide copies of same		
Explain Section 14 of the Act		
Explain the use of Personal protective Equipment and procedures. Re: Issuing and maintenance		
Explain the meaning of symbolic signs		
Explain the procedure in the event of injury		
Explain the use of facilities and toilets		
Explain the danger of moving machinery. (DUMPER, MIXER, SKILLSAW, GRINDER Etc.)		
Explain the danger of hazardous substances (PETROL, DIESEL, OIL, GAS, PAINT Etc.)		
Explain specific Job Duties and Requirements		
Introduce : Supervisor, safety Representatives, First Aider		
<i>This confirms that the above named acknowledges that he/she has been instructed in the safety items listed above and has received the necessary protective clothing / equipment to use in the performance of his/her work.</i>		
<b><u>INDUCTION OFFICER / TRAINER</u></b>		
<b>Signature</b>	<b>Designation</b>	<b>Date</b>
<b><u>ACCEPTANCE</u></b>		
I, _____ hereby acknowledge receipt of and accept and understand the requirements of this induction.		
<b>Signature</b>	<b>Designation</b>	<b>Date</b>
		

C5. PARTICULAR SPECIFICATION

**MEASUREMENT AND PAYMENT**

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

In Bidding rates for the three items the Contractor shall ensure that the sum of the amounts for the two items shall not be less than one percent (1%) of the Bid Amount.

<u>Item</u>		<u>Unit</u>
AH.14.1	<b>Prepare of risk assessment, safe work procedures, the project H &amp; S file, plan, the provision of PPE and protection clothing and any other H &amp; s matters that the contractor deems necessary</b>	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors
- (c) The Client has approved the Contractors Health and Safety plan
- (d) The Contractor has set up his/her Health and Safety file

<u>Item</u>		<u>Unit</u>
AH.14.2	<b>Full compliance with all H &amp; S matters during the construction of the works under the contract</b>	Lump Sum

Payment shall be effected as follows only after payment for Item AH.14.1 has been made.

Payment of incremental amounts (calculated by the division of the remainder of the Bided sum by the number of months remaining for completion of the works will be authorised in each of the subsequent progress certificates until the Bided sum has been paid.

WORKS

C5. PARTICULAR SPECIFICATION

**SCHEDULE A**

**NOTIFICATION OF CONSTRUCTION WORK**  
**Regulation 3 of the Construction Regulations, 2003**

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

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

(b) Name and telephone number of principal Contractor's contact person:

.....  
.....

2. Principal Contractor's compensation registration number:

.....

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

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

(b) Name and telephone number of Client's contact person or agent:

.....  
.....

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

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

(b) Name and telephone number of designer's contact person:

.....  
.....

WORKS

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C5. PARTICULAR SPECIFICATION

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5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of regulations 6 (1):

.....  
.....

6. Name/s of principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6 (2):

.....

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

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

8. Nature of the construction work:

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

9. Expected commencement date: .....

.....

10. Expected completion date:

.....

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

.....

12. Planned number of Contractors on the construction site accountable to principal Contractor:

.....

13. Name(s) of Contractors already chosen:

.....

WORKS

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C5. PARTICULAR SPECIFICATION

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.....  
.....

.....  
*Principal Contractor*

.....  
*Date*

.....  
*Client*

.....  
*Date*

- *This document is to be forwarded to the Office of the Department of Labour **prior to commencement of work** on site.*
- ***All Principal Contractors** that qualify to notify must do so even if another Principal Contractor on the Same site had done so prior to the commencement of work.*

WORKS

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C5. PARTICULAR SPECIFICATION

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**SCHEDULE B**

**FORM OHS1: OCCUPATIONAL HEALTH AND SAFETY**

**1. HEALTH AND SAFETY POLICY**

- (a) Can a copy of current health and safety policy including procedures for risk assessment be supplied. Yes  No
- (b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided

**2. HEALTH AND SAFETY ADVICE**

Do you

- (a) Employ a full time health and safety advisor? Yes  No
- (b) Use the services of a health and safety consultant? Yes  No
- (c) Have access to the services of a health and safety group? Yes  No

**3. ACCIDENT AND INCIDENT STATISTICS**

- (a) Have any dangerous occurrences been reported within the last three years? Yes  No
- If yes, please give brief details:
- (b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes  No
- If Yes, please give brief details:

**BIDDER:** .....

WORKS

C5. PARTICULAR SPECIFICATION

**SCHEDULE C**

**FORM OHS2: OCCUPATIONAL HEALTH AND SAFETY:  
STATEMENT BY CONTRACTOR**

I,.....duly authorised to represent

.....  
(Company name)

in my capacity as .....  
hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on . . . .

.....  
.....  
.....  
I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

**BIDDER:** .....

WORKS

C5. PARTICULAR SPECIFICATION

**SCHEDULE D**  
**RECORDS TO BE KEPT ON SITE**

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director –Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHS&A Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS&A Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years– once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records –safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

C5 ANNEXURES

**SCHEDULE E**

**OCCUPATIONAL HEALTH AND SAFETY: AUDIT SYSTEM**

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	H&S Specification received from Client OH&S plan developed: Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	Agreement with Mandataries (Subcontractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		Available on Site	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse-e carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/cofferdams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/ Store man. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps- a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practised - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <i>register</i> . Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety	Personal Safety Equipment (PS-E)	PS-E Risk Assessment carried out Items of PS-E prescribed/use enforced Records of Issue kept	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
Regulation 2		Undertaking by Employee to use/wear PS-E	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/	Ramps-	Competent person appointed in writing to Supervise the erection & inspection of Ramps-.	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
General Safety Regulation 13B		Inspection register kept	

**C5.2 DRAWINGS**

The drawings, if any, issued with this tender document are attached in order to give an overview of the term tender project.

Construction drawings will, in terms of the Conditions of Contract, be issued to the Contractor by the Principal Agent, as appropriate, prior to the date for commencement with Works execution, and from time to time as required.

The Works shall be constructed in accordance with the issued design drawing, if any.

The Contractor shall be responsible for the preparation of “as built” drawings and shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

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C5 ANNEXURES

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**SCHEDULE F**

**COVID 19 SPECIFICATIONS**

The recent Regulations promulgated under the National Disaster Management Act, and the lockdown of 26 March 2020 have closed all construction projects except for those involved with essential infrastructure services and emergency facility preparedness. The Covid-19 pandemic has catapulted the role of health and safety (H&S) into the forefront of all activities. As of the 1<sup>st</sup> May 2020, the lockdown will be lifted in stages, and certain essential construction projects will commence with work.

As such the Occupational Health and Safety Act No 85 of 1993 and its Regulations require to be complied with. More specifically, the Construction Regulations of 2014 remain applicable and must be adhered to in order to protect the workers.

The Construction Regulations are very specific regarding the roles of stakeholders, namely the client, designers and contractors. Each of these categories have very specific roles and responsibilities and cover both the built environment professionals (BEPs) and contractors. Each have roles in terms of H&S, over and above their contractual and monitoring duties on a project.

**LIST OF ABBREVIATIONS**

Baseline Risk Assessments - BRA  
Built Environment Professionals - BEPs  
Bill of Quantities - BoQ  
Compensation of Injuries and Diseases Act - COIDA  
Construction Regulations - CRs  
Department of Employment and Labour - DEL  
Health and Safety - H&S  
Occupational health and Safety Act - OHSA  
Personal Protective Equipment - PPE  
Principal Contractors - PC  
Site Specific H&S Specification – SSHSS

Contractors would have an H&S system that guides them in terms of their operational requirements, and against their programme of work. Principal contractors would have a full construction H&S officer (CHSO) who would be responsible for the coordination and monitoring of all H&S activities with the site supervision. Ongoing inductions, daily site task instructions (DSTIs) and toolbox talks are some of the tools used to manage daily exposures and risks.

It will be incumbent upon the PC to establish a suitable and sufficient procedures for the identification of potentially infected employees and workers, the management of exposure to the corona virus on the project, including visitors and suppliers. Including a response plan for persons suspected of being infected with or exposed the virus. The procedure is to be applicable to all levels of management and supervision, employees and local labour

C5 ANNEXURES

As part of this procedure, the contractor is to maintain a register of all employees and workers on the project, including sub-contractor employees and workers, keeping records of the following information as a minimum

The procedure is to take cognizance of the vulnerability of older workers and make provision for additional or more frequent screening of workers above a specified age. A certificate of fitness should be available to make the worker fit for duty, and should be available on site at all times.

A detailed record of all current and previous health conditions, specifically those identified as creating a higher risk for contracting Covid-19, to be kept for all workers. The procedure is to make provision for stringent testing procedures and management of exposure to the virus for workers with higher vulnerability due to underlying health conditions. Such records are confidential and will remain with the Occupational Health facility. A certificate of fitness must be available for each worker on site, including management and contractors

The procedure is to consider the socio-economic status and skill level of workers, taking cognizance of the fact that these may have an impact on the worker's level of exposure to the virus outside of the workplace and the risk of being asymptomatic carriers of the virus to the project/site.

Where accommodation is provided by the contractor/sub-contractor, factors to be considered in the procedure include, *inter alia*:

- Density of occupants to allow for adequate social distancing (minimum 1.5m) in sleeping and dining quarters;
- Restriction on the number of persons using the same sanitary/hygiene facilities;
- Provision of dedicated crockery and cutlery for each occupant, together with a procedure for effective cleaning and safe storage of same and a prohibition on the sharing of utensils;
- Dedicated facilities for safekeeping of personal belongings and abovementioned utensils for each person. Such facilities are to allow for total segregation of belongings and must be easy to sanitize. Provision of such facilities for safekeeping to be accompanied with a procedure for the use and sanitizing of the storage facility to reduce the risk of cross-contamination;
- Facilities for accommodation provided by the contractor to have in place stringent procedures for personal hygiene, ongoing maintenance of sanitizing and social distancing, and
- Additional rules to include a prohibition on the sharing of clothing, towels and other personal belongings, as well as the laundering of clothing for multiple persons at the same time.

Social distancing has been shown to be an effective method to slow down the spread of the corona virus. It will be incumbent on the contractor to ensure that the construction site and facilities are set up in such a way that it will be possible as far as is practicable to maintain the required social distancing of a minimum of 1 metre between persons when at work.

Where it is not possible to maintain the required distance between workers due to the nature of the work activity, e.g. curb laying, confined working areas, rebar tying, preparing wire cages, the contractor will be required to implement, maintain and enforce a procedure to adequately protect such workers against potential infection with the corona virus.

C5 ANNEXURES

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This includes but is not limited to:

- Providing adequate supplies of suitable PPE such as face masks, task specific gloves, safety glasses, disposable/additional coveralls;
- PPE used during multi-person activities to be exchanged immediately after the task is completed;
- Sealed bins to be provided for disposable PPE such as masks, disposable coveralls, disposable gloves, etc.;
- Sealable bags provided to each person for keeping PPE requiring laundering, such as gloves and overalls, and
- Sanitising/washing facilities provided for immediate sanitizing of hard hats, safety glasses, shoes, safety harnesses etc. on completion of multi-person tasks.

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C5 ANNEXURES

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**LIST OF DRAWINGS:**

**Architectural Drawings**

<b><u>Plan no</u></b>	<b><u>Description</u></b>
JD 01	Kitchen Joinery
SDP 01	Site Development Plan
CW01	Lower Ground Floor Storey
CW02	Sections and Elevations
CW03	Window and Door Schedules
CW04	Tiling Layout
CW05	Ceiling Layout
CW 06	Gate Detail
SAN01	Sanitary Schedule

**Civil and Structural Engineers Drawings**

<b><u>Plan no</u></b>	<b><u>Description</u></b>
KDA-26029-201	Proposed Flo-Drain Layout at Lower Ground Floor
KDA-26029-202	Stormwater Repair Layout to Existing Courtyard
KDA-26029-301	Lower Ground Floor Layout, Sections and Details

**ARCHITECT**

**GENERAL NOTES:**

- NO CONSTRUCTION WORK SHALL COMMENCE ON SITE PRIOR TO MUNICIPALITY ARCHITECTURAL PLANS FROM THE LOCAL MUNICIPALITY.
- ALL WORK TO COMPLY WITH SANS 10100
- ALL LEVELS AND DIMENSIONS TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORK.
- ALL DISCREPANCIES TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE AUTHOR.
- ALL PUMPING BY REGISTERED CONTRACTOR.
- ALL ELECTRICAL WORK BY REGISTERED CONTRACTOR.
- IF ON EXCAVATION IT IS FOUND TO CONTAIN EXPANSIVE CLAY, EXCESSIVE GROUND WATER OR OTHER POOR SOIL CONDITIONS, THE CONTRACTOR SHALL BE RESPONSIBLE TO BE SOIL TO PROFESSIONAL ENGINEERS FOR ADVICE.
- FACE BRICK FURTH OR 1,000mm WIDE CONCRETE APRON TO BE PROVIDED AROUND BUILDING.
- ALL WALLS TO BE FINISHED WITH PLASTER ON LIME.
- BOUNDARY BALCONY TO BE EXPRESSED AND DEMARKED.
- GLASS THICKNESS TO COMPLY WITH IN12.
- SAFETY GLAZING IN ACCORDANCE WITH IN13 REQUIRED.
- ONLY FIGURED DIMENSIONS TO BE USED ON ALL DRAWINGS.

No.	BY	DATE	REVISION

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CLIENT'S SIGNATURE



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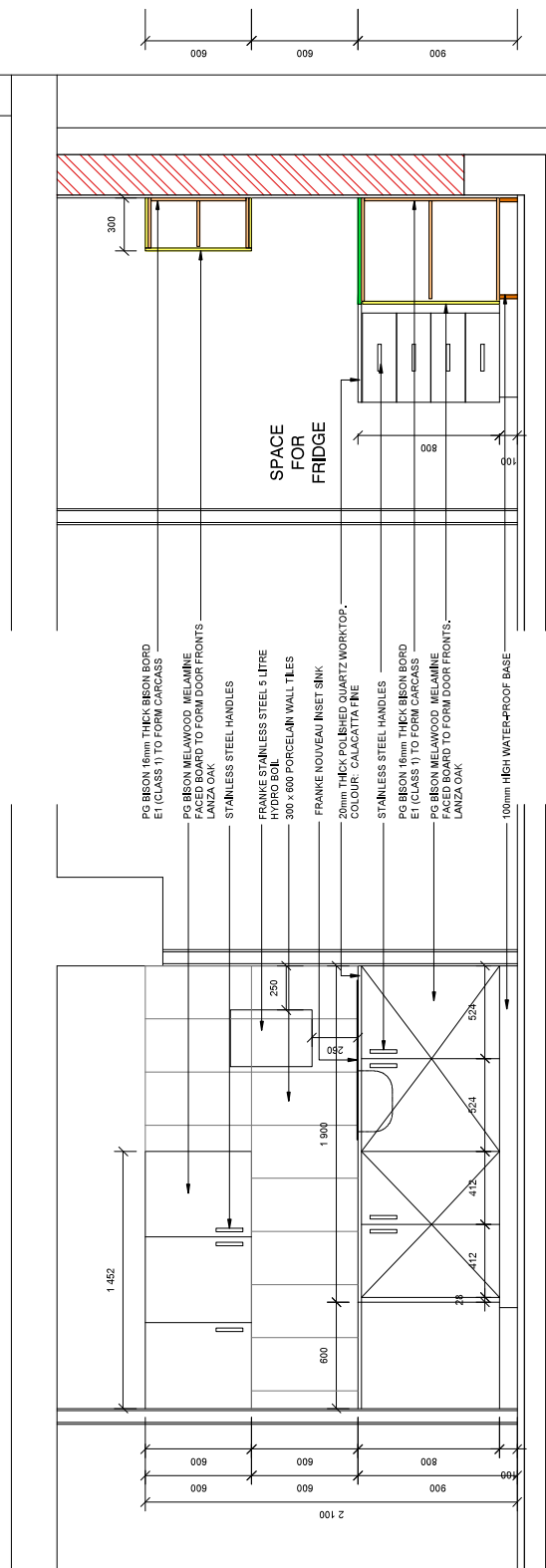
P. O. BOX 455, PORT SHEPSTONE, 4240  
 e-mail: vhb@vhbassociates.co.za

PROJECT:  
**ADDITIONS & ALTERATIONS TO EX. MUNICIPAL OFFICES FOR: WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**  
 DRAWN BY: V. BRIDGLALL  
 ERF 51 MBIZANA

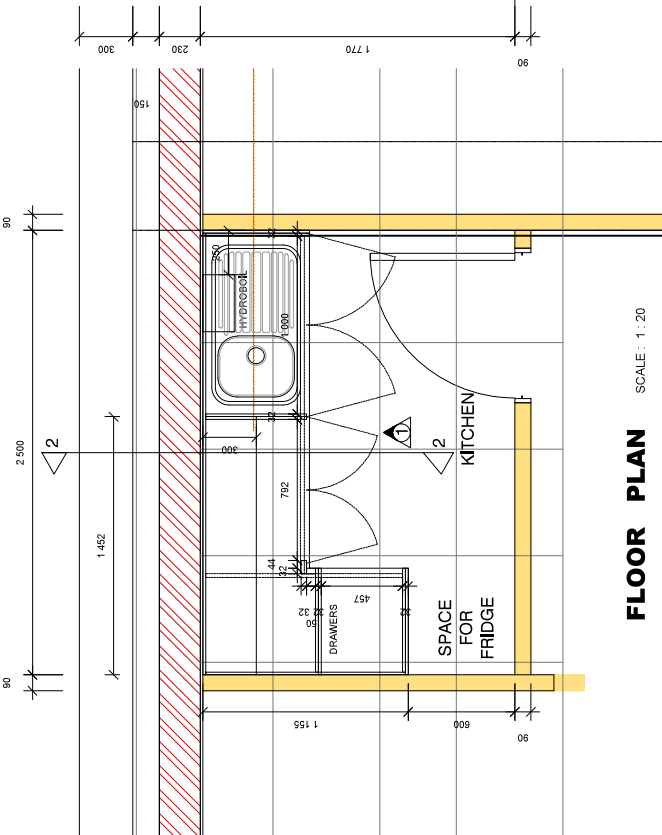
DRAWING:  
**PHASE 1  
 KITCHEN JOINERY**

DESIGNED	V. BRIDGLALL	DATE	MARCH 2026
DRAWN	J. DUJJI	SCALE	AS SHOWN
CHECKED	V. BRIDGLALL	SIZE	A2

JOB No.	MLM 06	SHEET No.	JD01	REV.	B
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**SECTION 2 - 2** SCALE: 1:20















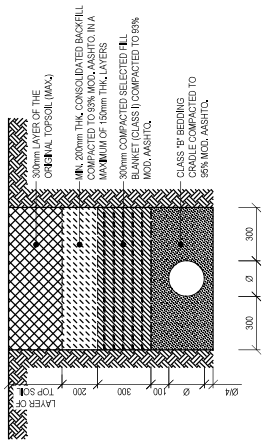




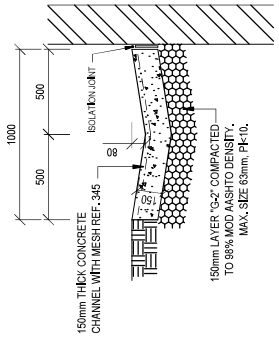
**CIVIL & STRUCTURAL**



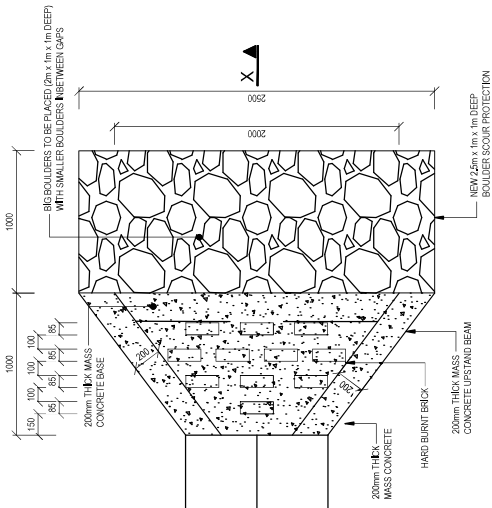
- NOTES: PIPE LINE CROSS SECTION**
- 1) SELECTED BACKFILL CLASS II IMPURES TO BE USED FOR TRENCH EXCAVATION FREE FROM STONES AND WITH AN OPTIMUM MOISTURE CONTENT.
  - 2) SELECTED BACKFILL CLASS II IMPURES TO BE USED FOR TRENCH EXCAVATION FREE FROM STONES AND WITH AN OPTIMUM MOISTURE CONTENT.
  - 3) CLASS B BEDDING CRADLE SHALL BE USED FOR ALL APPROVED SELECTED BACKFILL CLASS II IMPURES EXCEEDING 20mm ORGANIC MATTER AND LUMPS OF CLAY.
  - 4) CLASS 'A' BEDDING / ENCASING CONCRETE BETWEEN JOINTS SHALL BE CARRIED OUT IN ONE CONTINUOUS OPERATION USING CLASS 28/35 CONCRETE.
  - 5) FLEXIBLE JOINTS MUST BE PROVIDED AT EACH JOINT IN CLASS 'A' CONCRETE ENCASING. JOINTS SHALL BE MADE ON SOFT BOARD PLACED VERTICALLY FOR THE ENTIRE CONCRETE AREA. PIPE JOINTS MUST BE SEALED WITH WET COAT TO PREVENT LEAKAGE FROM THE JOINT.
  - 6) EXCEPT FOR THE MANDRE BACKFILL ON THE JOINT, THE JOINT SHALL BE BACKFILLED WITH THE TRENCH FILL. THE JOINT SHALL BE BACKFILLED WITH THE CLASS 'A' BEDDING / ENCASING HAS BEEN FINISHED THE COMPRESSIVE STRENGTH OF 28Mpa.



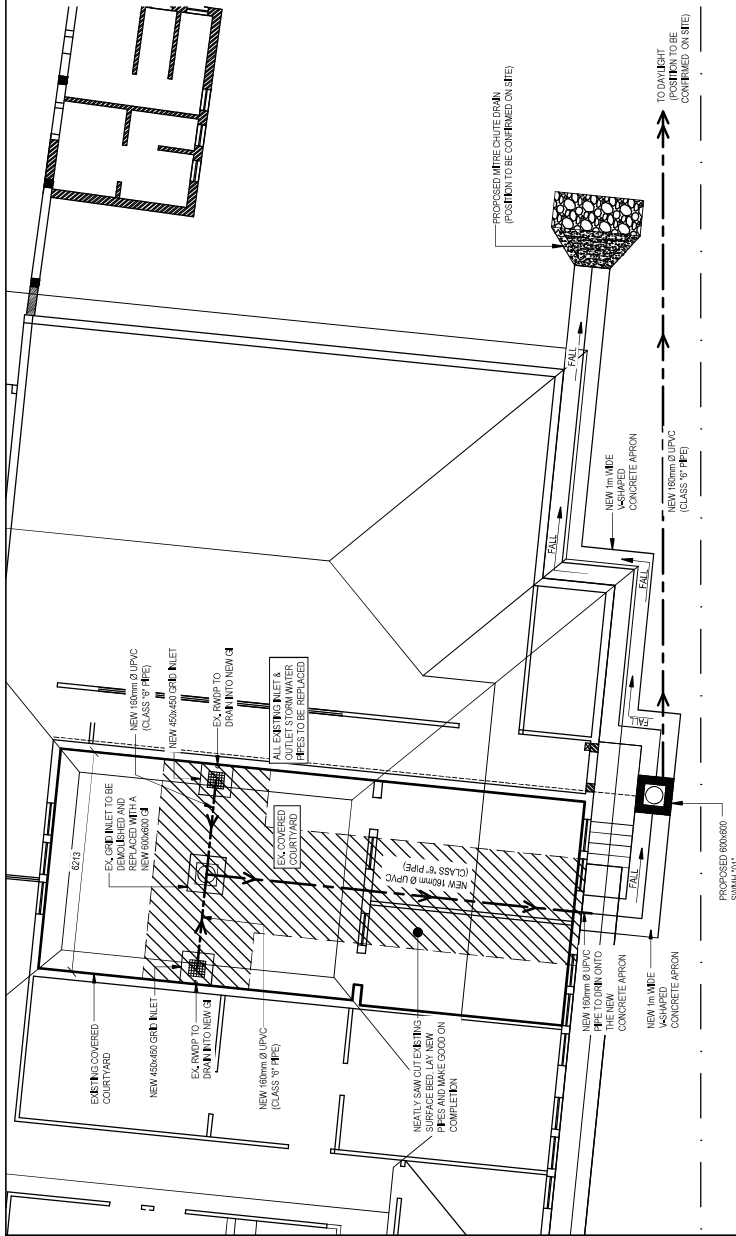
**PIPE LINE CROSS SECTION INDICATING LAYER WORKS**  
SCALE 1:20



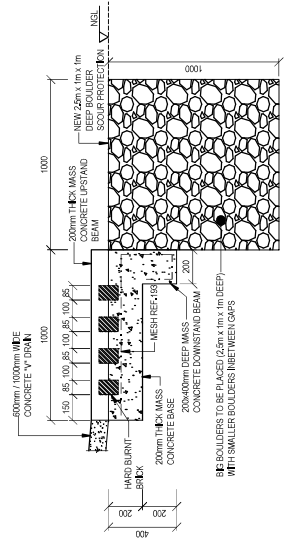
**TYPICAL SECTION THROUGH 1000mm WIDE CONCRETE 'V'-SHAPED APRON**  
SCALE 1:25



**TYPICAL LAYOUT SHOWING MITRE CHUTE DRAIN**  
SCALE 1:25



**STORMWATER REPAIR LAYOUT TO EXISTING COURTYARD**  
SCALE 1:100



**SECTION X-X**  
SCALE 1:20



**ISSUED FOR PRICING**

24-04-2026	ISSUED FOR PRICING	VAL. A
DESIGN	DATE	BY
DRAWN	D.P.	REV
CHECKED	D.A.L.	
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		A2
SCALE AS SHOWN		
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CLIENT: MBIZANA LOCAL MUNICIPALITY		
PROJECT: ERF 51 MBIZANA LOCAL MUNICIPALITY		
DRAWING DESCRIPTION: STORMWATER REPAIR LAYOUT TO EXISTING COURTYARD WITH SECTIONS AND DETAILS		
DRAWING NUMBER	202	DATE
PROJECT NUMBER	202	REVISION
26029		20-05-2026
		A

