



# CALL FOR BIDS

**BID NO: ECDC ECDC/INFRA/24/122023**

**BID SUBJECT: CONSTRUCTION OF ZWELIHLE MULTI- PURPOSE COMMUNITY CENTRE AT GOSS HILL**

**Consisting Of:**

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

**BIDDER NAME:** .....

**CSD No.:** .....

**CRS No.:** .....

<b>CLOSING DATE:</b>	<b>02 FEBRUARY 2024</b>
<b>CLOSING TIME:</b>	<b>12h00</b>

.....

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

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

Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family Member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and  any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.

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

Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.
Public Private partnership	Means a commercial transaction between ECDC and a private party in terms of which: the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period; the private party receives a benefit for performing the function or by utilizing state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees

Qualifying Small Entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as “Contract”
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as ‘Bid’ above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.

Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

## **Part T1: Tendering procedures**

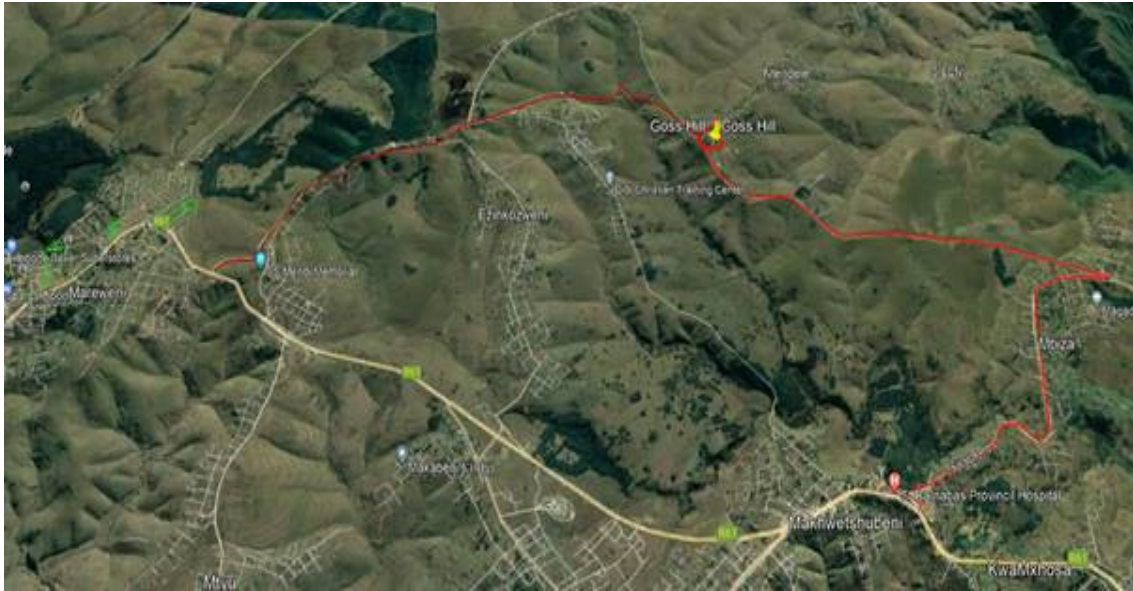


## T.1.1 TENDER NOTICE AND INVITATION TO BID

### 1. Invitation to Bid

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable contractor with a CIDB Grading of **6GB or higher** for the Construction of Zwelihle Multi-Purpose Community Centre at Goss Hill Village, near Libode in the Eastern Cape.

The site is in Goss Hill Village, Richmond Hill Farm No 23, near Libode in the Eastern Cape, South Africa.



**Richmond Hill Farm No 23 – New Zwelihle Multi-Purpose Community Centre GPS co-ordinates of the site are 31°31.722'S and 029°06.023'E**

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

### 2. Eligibility to Bid

- a) Bidders should meet the Mandatory Requirements in in order be evaluated T2.1 (**Mandatory List of Tender Returnables**)
- b) **It is estimated that bidders should have a CIDB grading of 6GB or higher.**
- c) Only those tenderers who are registered with the CIDB prior to submissions of bid with a contractor grading equal in accordance with the sum tendered, or a value determined in accordance with Regulation **25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.**

### 3. Payment of Bid Document

No payment is due to obtain tender documents.

### 4. Collection /Availability of Documents

Documents will be available for downloading from the ECDC website at [www.ecdc.co.za](http://www.ecdc.co.za) .

### 5. Queries on Bid Document

Queries relating to the issue of these documents may be addressed to Ms. B. Fukweni,  
**E- Mail** at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) and cc [bfukweni@ecdc.co.za](mailto:bfukweni@ecdc.co.za)

## 6. Estimated Timeline

	Activity	Date	Time
1.	<b>Placing of Advert</b>	Placed on <b>8<sup>th</sup> December 2023</b> in Daily Dispatch, E-Tenders Portal, CIDB and ECDC Website	N/A
2.	<b>Compulsory Briefing Meeting</b>	A compulsory briefing meeting to be held on site of the Proposed New Zwelihle Multi-Purpose Community Centre at Goss Hill Village on the <b>Wednesday 17<sup>th</sup> of January 2024 starting at 11h00.</b>	
3.	<b>Last day of questions</b>	<b>7 days before closing date</b>	<b>16H00</b>
4.	<b>Final date of submission of bids</b>	<b>Friday 02 February 2024</b>	<b>12h00</b>
5.	<b>Bid Validity</b>	<b>90 days</b>	

### 6.1. Briefing Session and Site Location

A compulsory briefing meeting to be held on site of the Proposed New Zwelihle Multi-Purpose Community Centre at Goss Hill Village on **Wednesday 17<sup>th</sup> January 2024 starting at 11h00.**

For any enquiries relating to this Bid please email the procurement department at [tenders@ecdc.co.za](mailto:tenders@ecdc.co.za), attention Ms. B. Fukweni.

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

- Bidders must visit the site to ensure that their proper assessment of the site is done and that the Bill of Quantities is Priced Correctly.
- Bidders must acquaint themselves with the current site conditions, works complexity and associated safety risks.
- ECDC will only consider bidders that have attended the briefing meeting.
- Telephonic, emailed, telexed, facsimile, and late tenders will **not** be accepted.
- Tenders may only be submitted on the tender documentation that is issued.
- Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

## T1.2 Tender Data

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

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

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

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

A.1.4	<p><b>During Tender stage all communication shall be through the Procurement Department for attention:</b>  <b>Name: Ms. B. Fukweni</b>  Address: ECDC Head Office at ECDC House  Ocean Terrace Park  Moore Street  Quigney,  East London</p> <p>Tel: 043 704 5600  E-mail: <a href="mailto:tenderes@ecdc.co.za">tenderes@ecdc.co.za</a> and cc <a href="mailto:bfukweni@ecdc.co.za">bfukweni@ecdc.co.za</a></p>
A.2.1	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with CIDB Regulations are eligible to have their tenders evaluated.</p> <p><b>Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB.</li> <li>2. the lead partner has a contractor grading designation in the <b>GB (General Building)</b> class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6GB or higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
A.2.1	<p><b>Not Applicable for this Bid</b></p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a .... or .....*. class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:  .....**</li> </ol>
A.2.2	<p><b>Not Applicable for this Bid</b></p> <p>The employer will compensate the tenderer as follows:</p>

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

A.2.13.5 A.2.15.1	<p>Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) <b>Location of tender box:</b></p> <p>Bid Reference Number: <b>ECDC/INFRA/24/122023</b></p> <p>Project Name: <b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b></p> <p>Delivered at Physical Address: <b>ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,</b></p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender.</p> <p><b>It is the Bidders responsibility to ensure that all the documents are received on time.</b></p> <p><b>The bid box is open on weekdays between 08h00 and 16h30</b></p>
A.2.13.6 A.3.5	<p><b>Not Applicable for this Bid</b></p> <p>A two-envelope procedure is required.</p>
A.2.13.9	<p>Telephonic, email, telegraphic, telex, email, or facsimile tender offers <b>will not</b> be accepted.</p>
A.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
A.2.16	<p>The tender offer validity period is <b>90 days</b>.</p>
A.2.18	<p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
A.2.19	<p>Access shall be provided for the following inspections, tests, and analysis:</p> <p>The site is available for viewing the location of the works.</p>
A.2.20	<p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document</p>
A.2.22	<p><b>Not Applicable for this Bid</b></p> <p>Return all retained tender documents within 28 days after the expiry of the validity period</p>

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

**A.3.11.3 Evaluation Criteria**

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

The procedure for evaluation of tenders is as follows:

<p><b>Stage 1</b></p>	<p><b>Mandatory Tender Returnables:</b> Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.</p> <p>Involves an evaluation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points.</p> <p>Bidders to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: <b>Summary Schedule (Annex C)</b></p>
<p><b>Stage 2</b></p>	<p><b>Functionality:</b> Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of <b>70%</b> for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).</p>
<p><b>Stage 3</b></p>	<p><b>Preferential Procurement points:</b> <b>Price:</b> Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.</p>

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

Functionality Criteria	Maximum number of points
Completed Similar Projects (i.e., Construction of New Buildings works) in Value and Complexity.	30
Experience and Qualifications of the Key Personnel	30
Bank rating	10
Submission of proposed methodology and construction program	10
<b>Maximum possible score for functionality (Ms)</b>	<b>80</b>
Minimum Points Required for functionality (70%)	56

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

The minimum percentage to be achieved for functionality is **70%**



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

## **Part T2 : Returnable documents**

T2.1 - List of returnable documents

T2.2 - Returnable schedules

## T2.1 - List of returnable documents

### 1. Evaluation Criteria

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

The procedure for evaluation of tenders is as follows:

<b>Stage 1</b>	<b>Mandatory Tender Returnables:</b>  Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.  Involves an evaluation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points.  Service provider to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: <b>Summary Schedule (Annex C)</b>
<b>Stage 2</b>	<b>Functionality:</b> Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of <b>70%</b> for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).
<b>Stage 3</b>	<b>Preferential Procurement points:</b> <b>Price:</b> Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

## 1.1. MANDATORY LIST OF TENDER RETURNABLES

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

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

	<p><b><u>JV's and Consortium</u></b></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>		
2.	<p><b>Tax Compliance Requirements:</b></p> <ul style="list-style-type: none"> <li>Bidders must ensure compliance with their tax obligations.</li> <li>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li><b>In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.</b></li> </ul>	No	Yes
3.	<p><b>CIDB Requirements:</b></p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with <b>Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations</b>, for a GB (General Building) class of construction work, are eligible to have their tenders evaluated.</p> <p><b>Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>GB (General Building)</b> class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p><b>ECDC will verify whether the Bidders have an active and valid CIDB registration as required above</b></p>	Yes (Evaluation Stage)	Yes <b><u>6GB or higher</u></b>
4.	<p><b>Annexure C – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	Yes	Yes
5.	<p><b>Annexure G - (SBD 4): Declaration of interest (bidder); (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	Yes	Yes

6.	<b>Annexure H: Compulsory Declaration (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b>	Yes	Yes
7.	<b>Annexure I: Preference Point Claim in terms of the Preferential Procurement Regulations 2022 (Completed and Signed by the Delegated Authority)</b>  <b>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</b>  <b>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</b>	No	Yes
8.	<b>ANNEXURE K: Declaration of Local Content (SBD 6.2) including annex C template (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b>	Yes	Yes
9.	<b>Annexure L.– C.1.1 Form of Offer and Acceptance Offer; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b>	Yes	Yes
10.	<b>Declaration with regards to Company/Firm Location</b>  Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.  <b>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</b>  This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.	No	Yes
11.	<b>Duly signed Letter of Authority MUST be submitted authorising the individual to sign</b> on behalf of the bidder if:  <b>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</b>  <b>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</b>  <b>Note:</b> The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted).	Yes	Yes
12.	<b>Priced Bills of Quantities completed in ink.</b>	Yes	Yes
<b>The following will be applicable to Joint Ventures/Consortium</b>			

Consortium/Joint Venture Agreement to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm of the Consortium /Joint Venture for this Bid.	Yes	Yes
Letter of Authority of Signatory (individual) authorizing the Signatory to sign on behalf of the Consortium/JV.  The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
<b>Declaration SBD 6.2 – Local Production and Content for designated sector</b>  Declaration to be completed irrespective of any points claimed, this applies to individual as well as JV tenderers.	Yes	Yes
<b>Declaration with regards to Company/Firm Location</b>  Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.  <b>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</b>  This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.	No	Yes

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

**Bidders shall take note of the following conditions:**

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed.
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 90 days.
4. An approved and project specific Health and Safety file within 14 days upon appointment.
5. An Approved Construction Programme with 14 days upon appointment.
6. No correction fluid to be used and all errors are to be initialled.

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

Ms. B. Fukweni  
[tenders@ecdc.co.za](mailto:tenders@ecdc.co.za) and cc [bfukweni@ecdc.co.za](mailto:bfukweni@ecdc.co.za)

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

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand 27

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

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

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

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

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

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



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

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

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

**Table 1b: Minimum local content for Primary Steel Products**

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

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

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

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS: .....

.....

.....

WITNESSES:

1. ....

2. ....

### 1.3. STAGE 2 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **70%** for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points).

**Bidder to note the following for Functionality Evaluation:**

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

**Table 1: Functionality Evaluation Criteria – Stage 2**

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

<b>EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL - CVs of other Key Personnel to be included in Returnables (30 points max)</b>	
<b>Bidder must submit certificate of qualification (Built Environment) and CV's indicating experience gained</b>	
<b>Construction Manager</b>	
- BSc / BEng / BTech with 10 years or more post graduate experience on building contracts	10
- BSc / BEng / BTech with 5 years but less than 10 years' post graduate experience on building contracts	8
- BSc / BEng / BTech with 3 years but less than 5 years post graduate experience on Building contracts	5
- BSc / BEng / BTech with less than 3 years' post graduate experience on Building contracts	0
<b>Construction Supervisor</b>	
- NDip / TVET N6 with 10 years or more post graduate experience on building projects	10
- NDip / TVET N6 with 5 years but less than 10 years' post graduate experience on building projects	8
- NDip / TVET N6 with 3 years but less than 5 years post graduate experience on building projects	5
- NDip / TVET N6 with less than 3 years' post graduate experience on building projects	0
<b>Health and Safety Officer</b>	
- 10 years or more experience as a Health and Safety Officer in construction	10
- 5 years but less than 10 years' experience as a Health and Safety Officer in construction	8
- 3 years but less than 5 years' experience as a Health and Safety Officer in construction	5
- Less than 3 years' experience as a Health and Safety Officer in construction	0
<b>(To qualify for points above, bidder must submit a certificate of registration with the SACPCMP as a registered Construction Health and Safety Officer and CV indicating experience gained)</b>	

<p><b>BANK RATING/LETTER OF INTENT FROM FINANCIAL INSTITUTION (10 points max)</b></p> <p><b>Bidder to provide a bank stamped/verified letter that gives a clear indication of their financial credibility in relation to the Bidders tendered price.</b></p> <p><b>Points will be awarded based on the Bank Rating received, as follows:</b></p> <ul style="list-style-type: none"> <li>- Bank rating Code A or B</li> <li>- Bank rating Code C or D</li> <li>- No letter or Bank Rating submitted from financial institution</li> </ul>	<p>10</p> <p>5</p> <p>0</p>
<p><b>METHODOLOGY &amp; CONSTRUCTION PROGRAM (10 points max)</b></p> <p><b>Bidder needs to submit both methodology and construction program to claim full points (10 max).</b></p> <ul style="list-style-type: none"> <li>- Project specific detailed methodology covering all construction aspects and realistic program with critical path and dependencies defined.</li> <li>- Generic methodology and/or program not related to the project <u>or</u> bidder submits only methodology with no program or vice versa.</li> </ul>	<p>10</p> <p>0</p>
<p><b>TOTAL MAXIMUM ACHIEVEABLE POINTS</b></p>	<p><b>80</b></p>
<p><b>MINIMUM POINTS REQUIRED</b></p>	<p><b>56</b></p>

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

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

P<sub>s</sub> = percentage scored for functionality by bid under consideration

S<sub>o</sub> = Total score for bid under consideration

M<sub>s</sub> = Maximum possible score

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

#### 1.4. Stage 3 – Preference Procurement Point - Evaluation Criteria

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

CRITERIA	POINTS
Price	80
Specific goal	20
<b>TOTAL POINTS</b>	<b>100</b>

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

**h) Price**

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

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

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

**Annex A**

## Standard Conditions of Tender

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

### A.1 General

#### A.1.1 Actions

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

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

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

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

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

#### A.1.2 Tender Documents

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

#### A.1.3 Interpretation

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

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

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

**a) conflict of interest** means any situation in which:

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

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

- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **A.1.4 Communication and employer's agent**

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

#### **A.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

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

#### **A.1.6 Procurement procedures A.1.6.1 General**

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

#### **A.1.6.2 Competitive negotiation procedure**

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

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

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



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

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

## **A.2 Tenderer's obligations**

### **A.2.1 Eligibility**

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

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

### **A.2.2 Cost of tendering**

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

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

### **A.2.3 Check documents**

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

### **A.2.4 Confidentiality and copyright of documents**

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

### **A.2.5 Reference documents**

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

### **A.2.6 Acknowledge addenda**

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

### **A.2.7 Clarification meeting**

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

### **A.2.8 Seek clarification**

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

### **A.2.9 Insurance**

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

### **A.2.10 Pricing the tender offer**

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

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

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

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

### **A.2.11 Alterations to documents**

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

### **A.2.12 Alternative tender offers**

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

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

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

### **A.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

#### **A.2.15 Closing time**

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

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

#### **A.2.16 Tender offer validity**

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

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

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

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

### **A.2.17 Clarification of tender offer after submission**

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

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

### **A.2.18 Provide other material**

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

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

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

### **A.2.19 Inspections, tests and analysis**

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

### **A.2.20 Submit securities, bonds and policies**

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

### **A.2.21 Check final draft**

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

### **A.2.22 Return of other tender documents**

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

### **A.2.23 Certificates**

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

## **A.3 The employer’s undertakings**

### **A.3.1 Respond to requests from the tenderer**

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

who collected tender documents.

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

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

### **A.3.2 Issue Addenda**

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

### **A.3.3 Return late tender offers**

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

### **A.3.4 Opening of tender submissions N/A**

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

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

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

### **A.3.5 Two-envelope system**

A.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

A.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **A.3.6 Non-disclosure**

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

### **A.3.7 Grounds for rejection and disqualification**

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

### **A.3.8 Test for responsiveness**

A.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

A.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- b) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **A.3.9 Arithmetical errors, omissions and discrepancies**

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

A.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with A.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate.
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

A.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

A.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the

line-item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**A.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**A.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received.
- b) Determine whether or not tender offers are complete.
- c) Determine whether or not tender offers are responsive.
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification.
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report.
- h) Confirm the recommendation contained in the tender evaluation report.

**A.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### **A.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **A.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses
- c) 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.
- d) has the legal capacity to enter into the contract.
- e) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- f) complies with the legal requirements, if any, stated in the tender data; and
- g) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **A.3.14 Prepare contract documents**

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

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

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

### **A.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **A.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

### **A.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.



### **A.3.18 Provide written reasons for actions taken**

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

## ANNEXURE B

### ADDITIONAL CONDITIONS OF TENDER OF ECDC

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

#### 1.1 Alteration or withdrawal of Proposals

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

#### 1.2 Alternative Bid

Alternative Bids will not be accepted.

#### 1.3 Costs for preparation of Proposals/presentations

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

#### 1.4 Ownership of Proposals and presentations

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

#### 1.5 Tax Clearance Certificate requirement

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

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

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

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

#### 1.6 Confidentiality

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

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

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

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

### **1.7 Inventions Patent and Copy-Rights**

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

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

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

### **1.8 Ethics**

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

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

### **1.9 Competition**

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

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

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

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

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

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

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

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for,

invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

#### **1.10 Cancellation of Bid Process**

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

#### **1.11 Interviews**

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

#### **1.12 Contract award**

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

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

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

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

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

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

#### **1.13 Supplier Due Diligence**

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

#### **1.14 Disclaimer**

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

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

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

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

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

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

### 1.15 Contact and Communication

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

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

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

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

Details	Bidding Procedure
Department	Procurement Department
Contact person	Ms B. Fukweni
Telephone number	043 704 5644
E-mail address	<a href="mailto:tenders@ecdc.co.za">tenders@ecdc.co.za</a> or <a href="mailto:bfukweni@ecdc.co.za">bfukweni@ecdc.co.za</a>

### ETHICS & FRAUD HOTLINE REPORTING CHANNELS



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

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

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

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

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

## **T2.2. - Returnable schedules**

T2.2.1 – Declarations

T2.2.2 – Functionality Evaluation Schedules

**ANNEXURE C: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE**

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

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

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



<b>CIDB Registration Number</b>			
<b>Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	<b>Are you a foreign based supplier for the Goods/Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
Is the Entity a resident of the Republic of South Africa (RSA)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have any source of income in the RSA		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<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 (SARS) and if not register</b>			
<b><u>VERY IMPORTANT</u></b>			
Where a person within the Bidding Entity is an Employee of the State, Bidder should			
a. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA")			
b. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee			
<b>ECDC reserves the right to verify such information from their AO/AA</b>			

**SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:**

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

.....

**(NAME OF BIDDER).**

Print Name

Date

\_\_\_\_\_

\_\_\_\_\_

Designation

Signature

\_\_\_\_\_

\_\_\_\_\_

**Annexure D: Location**

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

**Annexure G: BIDDER'S DISCLOSURE (SBD4)**

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

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

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

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature Date  
 .....  
 Position Name of bidder

<b>SIGNATURE OF BIDDER OF DELEGATED AUTHORITY</b>		<b>DATE</b>	
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<sup>2</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.

**ANNEXURE H: STATEMENT OF CONSENT TO DATA PROCESSING**

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

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

<b>SIGNATURE of the DELEGATED AUTHORITY</b>		<b>DATE</b>	
---	--	-------------	--

**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

1.3 Points for this tender shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	
51% and above black owned enterprise	10
Eastern Cape Based Supplier	05
51 % and above woman owned enterprises.	03
51 % and above youth owned enterprises	02
<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

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 2.3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 2.4.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 3. POINTS AWARDED FOR SPECIFIC GOALS

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

**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)
<b>SPECIFIC GOALS</b>				
51% and above black owned enterprises	-	10	-	
Eastern Cape Based Supplier	-	05	-	
51 % and above woman owned enterprises.	-	03	-	
51 % and above youth owned enterprises	-	02	-	



**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

3.4. Company registration number: .....

3.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....

## ANNEXURE K: SBD 6.2 – Declaration Certificate For Local Production And Content for Designated Sector

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

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

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

### 1. General Conditions

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

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

1.3 Where necessary, for bids referred to in paragraphs 1.2, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and specific goals.

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

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

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

Where

x imported content

y bid price excluding value added tax (VAT)

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

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

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

### 2. Definitions

2.1 “bid” includes advertised competitive bids, written price quotations or proposals;

2.2 “bid price” price offered by the bidder, excluding value added tax (VAT);

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

**2.4 “designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production,

**2.5** where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

**2.6 “duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

**2.7 “imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and

**2.8** which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

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

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

**2.11 “sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract in the execution part of a project in terms of the contract.

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

**Table 1**

**Note: Bidders are to take note that the Supporting Schedules (Annexures C, D & E) are to be completed correctly and in full and returned irrespective of Bidders declaration made. These supporting schedules must be submitted with the bid.**

<b>Designated Sector /Sub-sector/ Industries</b>	<b>Minimum threshold for local content</b>
Steel gussets	100%
Steel roof sheeting	100%
Steel columns	100%
Steel beams	100%
Steel bracing	100%
Steel gates	100%
Cement (All classes)	100%
Steel fencing	100%

For more details on the designated sectors for local production and their minimum threshold and any amendment from time to time, please visit the following website <http://www.thedt.gov.za/industrialdevelopment/ip.jsp>

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

**IN RESPECT OF BID No.**  
.....

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

**NB**

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

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

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

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

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

I, the undersigned, ..... (full names), do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
  - the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011 and

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.  
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E**

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

**NAME:** \_\_\_\_\_

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

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

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

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

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

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

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

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

**Note: Bidders are to take note that the Supporting Declaration Schedules (Annexures C, D & E) are to be completed correctly and in full and returned irrespective of Bidders declaration made. These supporting schedules must be submitted together with the bid.**

Templates of Declarations C, D and E follow:

## Annex C

### Local Content Declaration - Summary Schedule

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

**Note:** VAT to be excluded from all calculations

Pula  EU  GBP

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price each (excl VAT)	- Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Steel gussets						100%				
	IBR sheeting						100%				
	Steel columns						100%				
	Steel beams						100%				
	Steel bracing						100%				
	Steel gates						100%				
	Cement (All classes)						100%				
	Steel fencing						100%				

Signature of tenderer from Annex B

Date: \_\_\_\_\_

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



Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

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

Note: VAT to be excluded from all calculations

**A. Exempted imported content**

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

This total must correspond Annex C - C 21

**B. Imported directly by the Tenderer**

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

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

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

**D. Other foreign currency payments**

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

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

(D53) Total of imported content & foreign currency payments (D22), (D45) & (D52) above

Signature of tenderer from Annex B \_\_\_\_\_  
 Date: \_\_\_\_\_

This total must correspond Annex C - C 23

# Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	
(E2) Tender description:	
(E3) Designated products:	
(E4) Tender Authority:	
(E5) Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		

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

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

(E12) **Administration overheads and marketing:** (Marketing, insurance, financing, interest etc.)

**(E13) Total local content**   
**This total must correspond with Annex C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

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

### **2. GENERAL**

#### **2.1. Introduction**

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

The guideline consists of two parts, namely:

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

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

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

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

#### **NOTE:**

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

#### **2.2. What is local content?**

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

#### **2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

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

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

##### **2.3.1. Imported Content**

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

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

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

#### 2.3.1.1 Imported directly by the tenderer:

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

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

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

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

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

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

#### 2.3.1.3. Exempt Imported Content:

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

### 2.3.2. Local Content

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

## 3. ANNEXURE C

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

#### Summary Schedule

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

#### **C1. Tender Number**

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

#### **C2. Tender description**

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

#### **C3. Designated products**

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

#### **C4. Tender Authority**

Supply the name of the tender authority.

#### **C5. Tendering Entity name**

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

**C6. Tender Exchange Rate**

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

**C7. Specified local content %**

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

**C8. Tender item number**

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

**C9. List of items**

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

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

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

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

**C12. Tender value net of exempted imported content**

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

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

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

**C15. Local content percentage (per item)**

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

**Tender Summary****C16. Tender quantity**

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

**C17. Total tender value**

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

**C18. Total exempted imported content**

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

**C19. Total imported content**

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

**C20. Total tender value**

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

**C21. Total exempted imported content**

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

**C22. Total tender value net of exempted imported content**

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

**C23. Total imported content**

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

**C24. Total local content**

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

**C25. Average local content percentage of tender**

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

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

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

**D1. Tender number**

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

**D2. Tender description**

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

**D3. Designated products**

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

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

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

**D6. Tender exchange rate**

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

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

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

**D8. Description of imported content**

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

**D9. Local supplier**

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

**D10. Overseas supplier**

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

**D11. Imported value as per commercial invoice**

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

**D12. Tender exchange rate**

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

Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

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

**D14. Freight costs to port of entry**

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

**D15. All locally incurred landing costs and duties**

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

**D16. Total landed costs excluding VAT**

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

**D17. Tender quantity**

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

**D18. Exempted imported value**

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

**D19. Total exempted imported value**

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

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

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

**D21. Description of imported content:**

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

**D22. Unit of measure**

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

**D23. Overseas supplier**

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

**D24. Imported value as per commercial invoice**

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

**D25. Tender rate of exchange**

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

**D26. Local value of imports**

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

**D27. Freight costs to port of entry**

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

**D28. All locally incurred landing costs and duties**

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

**D29. Total landed costs excluding VAT**

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

**D30. Tender quantity**

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

**D31. Total imported value**

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

**D32. Total imported value by tenderer**

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

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

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

**D34. Unit of measure**

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

**D35. Local supplier**

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

**D36. Overseas supplier**

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

**D37. Imported value as per commercial invoice**

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

**D38. Tender rate of exchange**

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

**D39. Local value of imports**

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

**D40. Freight costs to port of entry**

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

**D41. All locally incurred landing costs and duties**

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

**D42. Total landed costs excluding VAT**

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

**D43. Quantity imported**

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

**D44. Total imported value**

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



**D45. Total imported value by third party**

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

**Table D. Other Foreign Currency Payments****D46. Type of payment**

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

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

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

**D50. Tender rate of exchange**

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

**D51. Local value of payments**

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

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

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

**D53. Total of imported content and foreign currency payment**

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

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

*The paragraph numbers correspond to the numbers in Annexure E*

**E1. Tender number**

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

**E2. Tender description**

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

**E3. Designated products**

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

**E4. Tender authority**

Supply the name of the tender authority.

**E5. Tendering entity name**

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

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

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

**E7. Local supplier**

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

**E8. Value**

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

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

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

**E10. Manpower costs:**

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

**E11. Factory overheads:**

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

**E12. Administration overheads and mark-up:**

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

**E13. Total local content:**

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

## **T2.2 .2- Functionality Evaluation Schedules**

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

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

<b>Project title:</b>	CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL
<b>Bid No:</b>	ECDC/INFRA/24/122023

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

**AND**

**Submit a reference letter that indicates the following**

*Signature of the Client*

*On Clients Letter Head or Client Stamp*

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

*Value of the Project*

*Scope of works carried out*

*Works have been completed on time/within stipulated contract period*

*Good or better workmanship*

# Reference No 1



<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.

### Tenderers Company Name

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

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

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

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

#### 2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

#### 3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

#### 4. COMMENTS:

---



---

Project Manager/Principal Agent: \_\_\_\_\_

**Place company stamp below:**

Tel: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Reference No 2



<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.

**Tenderers Company Name**

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

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

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

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**2. TIME PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**3. FINANCIAL PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**4. COMMENTS:**

\_\_\_\_\_

\_\_\_\_\_

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp below:**

Tel: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reference No 3



<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.

**Tenderers Company Name**

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

<b>NAME OF EMPLOYER</b>	<b>NAME OF PROJECT</b>	<b>CONTRACT PERIOD (Start and End Date)</b>	<b>VALUE OF WORK</b>

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

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**2. TIME PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**3. FINANCIAL PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
5	4	3	2	1

**4. COMMENTS:**

---



---

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp here:**

Tel: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reference No 4



<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.

**Tenderers Company Name**

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

<b>NAME OF EMPLOYER</b>	<b>NAME OF PROJECT</b>	<b>CONTRACT PERIOD (Start and End Date)</b>	<b>VALUE OF WORK</b>

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

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**2. TIME PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**3. FINANCIAL PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**4. COMMENTS:**

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

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp here:**

Tel: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**Reference No 5**

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Sir/Madam,

We are in the process of evaluating \_\_\_\_\_ for the above project.

**Tenderers Company Name**

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

<b>NAME OF EMPLOYER</b>	<b>NAME OF PROJECT</b>	<b>CONTRACT PERIOD (Start and End Date)</b>	<b>VALUE OF WORK</b>

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

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**2. TIME PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**3. FINANCIAL PERFORMANCE**

<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**4. COMMENTS:**

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

Project Manager/Principal Agent: \_\_\_\_\_ **Place company stamp here:**

Tel: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **T2.2.2 b – Construction Methodology and Programme**

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

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

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

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

Construction Methodology and Programme to be attached here.

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

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Attach document here

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

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Attach document here

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

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Attach document here

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

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Attach document here

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

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

Attach document here

## T2.2.2 h – Company Experience

### (1) Practical Completion Certificate (completed projects)

Project title:	CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL
Bid No:	ECDC/INFRA/24/122023

Construction of projects with similar scope of works and complexity will be considered for evaluation purposes.

Projects that do not have any related and similar scope of works will not be considered for functionality evaluation.

Attach document here



### T2.2.2 i – Contactable References

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

**Provide a schedule of contactable references**

Attach document here

## T2.2.2 j – Scope of Works and Detailed Specifications

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

<b>Project title:</b>	<b>CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL</b>
<b>Bid No:</b>	<b>ECDC/INFRA/24/122023</b>

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

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

Company Name:

.....

Tenderer Name:

.....Signature.....Date.....

C

Company Authorised/ Accountable Person

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

Company Stamp:

## **THE CONTRACT**

### **Part C1: Agreements and Contract data**

C1.1 - Form of offer and acceptance

C1.2 - Contract data

C1.3 - Form of Guarantee

## C1.1 - Form of offer and acceptance

**Annexure L:**

**C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER**

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

**OFFER**

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

**PROJECT: CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL**

**Bid No : ECDC/INFRA/24/122023**

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

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

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

**R .....** (in figures)

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

**Rand (in words)**

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

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

Company or close corporation:

.....

And: whose registration number is:

.....

And: whose income tax reference number is:

.....

Trading under the name and style of:  
 .....

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

**Note:**  
 A resolution/power of attorney, signed  
 by all the directors/ members/  
 partners of the legal entity must  
 accompany this offer, authorizing the  
 representative to make this offer.

**SIGNED FOR THE TENDERER:**

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>

**SIGNED BY WITNESS:**

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>

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

Other contact details of the tenderer are:  
 Telephone no  
 .....  
 Cellular phone no  
 .....  
 Fax no  
 .....  
 Postal address  
 .....  
 Banker  
 .....  
 Branch  
 .....

**ACCEPTANCE**

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

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

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

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

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

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

**Signed for the ECDC:**

<b>Name of representative</b>	<b>Capacity</b>	<b>Date</b>
..... ..... ..... .....		
<b>Address</b>	<b>Signature</b>	

**Witnessed by:**

<b>Name of witness</b>	<b>Signature</b>	<b>Date</b>

**Schedule of deviations**

Notes:

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

1	<b>Subject</b>	
	<b>Details</b>	
2	<b>Subject</b>	
	<b>Details</b>	
3	<b>Subject</b>	
	<b>Details</b>	

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

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

**Signed for the ECDC**

Name of Representative	Capacity	Signature

**Signed by Bidder:**

Name of Representative	Capacity	Signature



## C1.2 - Contract data

## PART 1: DATA PROVIDED BY THE EMPLOYER

### CONDITIONS OF CONTRACT

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

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

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

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

**The Contract Data for use by ORGANS OF STATE and other PUBLIC SECTOR BODIES applicable to the JBCC Principal Building Agreement Edition 6.2, May 2018 are attached herewith at the end of this section for reference and completion of relevant information required from the Bidder. Please refer to this document attached for:**

- **Project Information**
- **Contract Information**
- **Changes made to JBCC Documentation**
- **Tenderers Selections**

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA			
Clause	Data		
27.1	The Latent Defects Liability Period is:  <b>Five (5) years</b> commencing at the start of the construction period and ending 1 year from the date of final completion.		
24.0	The time for achieving Practical Completion for this project is: <b>Twelve (12) calendar months</b> from the Commencement Date. The construction period excludes the period that will be taken for acquiring the construction work Permit. (Contractor to communicate this with the Client)		
1.0	The name of the Employer is: <b>Eastern Cape Development Corporation</b>		
1.0	The name of the Employer's Agent is: <b>CIBA Consortium</b>		
1.0	The address of the Employer for receipt of communications is:  <table><tr><td><u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201</td><td><u>Postal address:</u> P.O Box 11197 Southernwood 5213</td></tr></table>	<u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201	<u>Postal address:</u> P.O Box 11197 Southernwood 5213
<u>Physical address:</u> Eastern Cape Development Corporation Ocean Terrace Park Moore Street Quigney, East London 5201	<u>Postal address:</u> P.O Box 11197 Southernwood 5213		

Tel : +27 43 704 5600

**CONTRACT SPECIFIC DATA: ADDITIONAL CLAUSES**

The following additional clause applies:-  
In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of preference shall be as follows:

1. Project Specifications
2. Special Conditions of Contract
3. General Conditions of Contract
4. Conditions of Tender
5. Standardized/Particular Specifications
6. Contract Drawings
7. Bills of Quantities

The following additional clause applies: -

The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:

An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.

The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.

The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.

The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.

The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the Contract:

- Nomination of Employer's Agent's Representative
- Employer's Agent's authority to delegate
- Non-working times
- Suspension of the Works
- Acceleration instead of extension of time

The following additional clause applies: -

The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.

	<p>The following additional clause applies: -</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p>
	<p>All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>
	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan</li> <li>• Methodology on how to proceed</li> <li>• Initial programme</li> <li>• Security</li> <li>• Insurance</li> <li>• Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)</li> </ul>
	<p>The time to submit the documentation required before commencement of the Works is: <b>14 calendar days</b></p>
	<p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p>
	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
	<p>The non-working days are <b>Saturdays and Sundays.</b>  The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) <b>All gazetted public holidays falling outside the year end break.</b></li> <li>(2) <b>The year end break commencing on 13<sup>th</sup> December 2024 and ending on 06<sup>th</sup> January 2025 both days included or as determined by SAFCEC.</b></li> </ol>

	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out above.</p>
	<p>The penalty for failing to complete the Works is: <b><u>2.75 cents / R100 of the contract value (Excl. VAT)</u></b> per calendar day, rounded off as per the DPW guidelines.</p>
	<p>The security to be provided by the Contractor shall be performance guarantee and shall be one of the alternatives scheduled in Part 2: Data Provided by the Contractor. The performance guarantee shall contain the wording of the document included in PART 3 (Pro-forma Forms).</p>
	<p>The percentage allowances to cover overhead charges for day work are as follows:</p> <ul style="list-style-type: none"> <li>• 15% of the gross remuneration of workmen and foremen actually engaged in the day work;</li> <li>• 15% on the net cost of materials actually used</li> </ul> <p>No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.</p>
	<p>The following additional clause shall apply: Should the necessity arise the Contractor will have to provide a Bank approved guarantee as a payment guarantee for the sum of materials off site, on proof of order of such materials</p>
	<p>The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.</p>
	<p>The following additional clause shall apply: The Works are measured in accordance with the Standard System of Measuring Building Works, 2015, No claims arising from the method of measurement will be entertained.</p>
	<p>Contract Price Adjustment: <b><u>CPAP is Applicable</u></b></p>

<b>The additional Conditions of Contract are:</b>	
	<b>Public Liability: R 10 million per incident.</b>
	<p>Add new sub clause</p> <p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> <li>(a) “department” means any department of the State, implementing agent or contractor;</li> <li>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</li> <li>(c) “worker” means any person working in an elementary occupation on a SPWP;</li> <li>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</li> <li>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</li> <li>(f) “task” means a fixed quantity of work;</li> <li>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</li> <li>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</li> <li>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</li> </ul> <p><b>2 Terms of work</b></p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p><b>3 Normal hours of work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> <li>(a) more than forty hours in any week;</li> <li>(b) on more than five days in any week; and</li> <li>(c) For more than eight hours on any day.</li> </ul> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to</p>

**The additional Conditions of Contract are:**

complete the tasks allocated (based on a 40-hour week) to that worker.

**4 Meal breaks**

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

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

**5 Special conditions for security guards**

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

**6 Daily rest period**

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

**7 Weekly rest period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**8 Work on Sundays and public holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) Double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**9 Sick leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days sick leave in a year.
- 9.4 Accumulated sick leave may not be transferred from one contract to another contract.

**The additional Conditions of Contract are:**

- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual pay day.
- 9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**10 Maternity leave**

- 10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

**11 Family responsibility leave**

- 11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:
  - (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of
    - (i) the employee's spouse or life partner;



**The additional Conditions of Contract are:**

(ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

**12 Statement of conditions**

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

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

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

**13 Keeping records**

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

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

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

**14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) In a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing:

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) The actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

14.9 If a worker's employment is terminated, the employer must pay all monies owing

**The additional Conditions of Contract are:**

to that worker within one month of the termination of employment.

**15 Deductions**

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

**16 Health and safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
  - (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 16.2 A worker must –
  - (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the SPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;

**17 Compensation for injuries and diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the

**The additional Conditions of Contract are:**

employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**19 Certificate of service**

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

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) Any other information agreed on by the employer and worker."

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

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

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

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

Clause	Data										
	The name of the Contractor is: .....										
	The address of the Contractor for receiving notices is: <u>Physical Address:</u> ..... <u>Postal Address:</u> ..... ..... ..... ..... Telephone: ..... Facsimile: ..... E-mail: .....										
	<table border="1"> <thead> <tr> <th data-bbox="440 968 1154 1129">Type of Security</th> <th data-bbox="1154 968 1380 1129">Contractor's Choice Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td data-bbox="440 1129 1154 1199">The security to be provided by the Contractor shall be one of the following:</td> <td data-bbox="1154 1129 1380 1199"></td> </tr> <tr> <td data-bbox="440 1199 1154 1234">1. Variable construction guarantee</td> <td data-bbox="1154 1199 1380 1234"></td> </tr> <tr> <td data-bbox="440 1234 1154 1270">2. Fixed construction guarantee</td> <td data-bbox="1154 1234 1380 1270"></td> </tr> <tr> <td data-bbox="440 1270 1154 1306">3. 10% Security Adjustment (Retention)</td> <td data-bbox="1154 1270 1380 1306"></td> </tr> </tbody> </table>	Type of Security	Contractor's Choice Indicate "Yes" or "No"	The security to be provided by the Contractor shall be one of the following:		1. Variable construction guarantee		2. Fixed construction guarantee		3. 10% Security Adjustment (Retention)	
Type of Security	Contractor's Choice Indicate "Yes" or "No"										
The security to be provided by the Contractor shall be one of the following:											
1. Variable construction guarantee											
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**The Joint Building Contracts Committee CONTRACT DATA for use by ORGANS OF STATE and other PUBLIC SECTOR BODIES**

The Contract Data for use by ORGANS OF STATE and other PUBLIC SECTOR BODIES applicable to the JBCC Principal Building Agreement Edition 6.2, May 2018 are attached herewith for reference and completion of relevant information required from the Bidder. Please refer to this document as attached for:

- Project Information
- Contract Information
- Changes made to JBCC Documentation
- Tenderers Selections

**CONTRACT DATA for use by ORGANS OF STATE  
and other PUBLIC SECTOR BODIES**

**Principal Building Agreement Edition 6.2 – May 2018**

**The Joint Building Contracts Committee® - NPC**  
**CONTRACT DATA**  
*For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES*  
**Principal Building Agreement**  
**Edition 6.2 - May 2018**

## **JBCC®**

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

## **Application of JBCC® agreements**

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

## **Endorsement of JBCC® agreements**

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

## **Warning!**

The JBCC® Principal Building Agreement Edition 6.2 has been coordinated with the JBCC® Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Principal Building Agreement Edition 6.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

## **Disclaimer**

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

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## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	Construction of Zwelihle Multi-Purpose Community Centre at Goss Hill
Reference number	ECDC/INFRA/24/122023
<b>Works</b> description	The Construction of a New Multi-Purpose Community Centre, including Offices, Ablutions & Storage, with seperate VIP Toilets, Gatehouse, Covered & Open Parking.

### A 2.0 Site [1.1]

Erf / stand number	Richmond Hill Farm No 23
Township / Suburb	Goss Hill Village
<b>Site</b> address	Goss Hill Village, Richmond Hill Farm No 23, near Libode, Eastern Cape
Local authority	Nyandeni Local Municipality, OR Tambo District Municipality

### A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	ECDC - Eastern Cape Development Corporation		
Business registration number	-		
VAT/GST number	-		
Country	South Africa		
Employer's representative: Name	Ms. B. Fukweni		
E-mail	tenders@ecdc.co.za	Telephone number	043 704 5600
Mobile number	-		
Postal address	ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney		
	East London	Postal code	5600
Physical address	ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney		
	East London	Postal code	5600

### A 4.0 Principal agent [1.1]

Name	CIBA Consortium		
Legal entity of above	BVI Consulting Engineers	Contact person	Mr Werner de Lange
Practice number		Telephone number	043 722 2738
		Mobile number	-
Country	South Africa	E-mail	wernerdl@bvi.co.za
Postal address	73 Bonza Bay Road		
	Beacon Bay	Postal code	5201
Physical address	73 Bonza Bay Road		
	Beacon Bay	Postal code	5201

<b>A 5.0 Agent</b> [1.1; 6.2]	Discipline	Architect
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Name	CIBA Consortium		
Legal entity of above	Intsika Architects (Pty) Ltd	Contact person	Mr Luke Masters
Practice number		Telephone number	043 748 2949
		Mobile number	-
Country	South Africa	E-mail	luke@intsika.com
Postal address	73 Bonza Bay Road		
	Beacon Bay	Postal code	5201
Physical address	73 Bonza Bay Road		
	Beacon Bay	Postal code	5201

<b>A 6.0 Agent</b> [1.1; 6.2]	Discipline	Quantity Surveyors
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Name	CIBA Consortium		
Legal entity of above	Bisiwe Van Niekerk Inc	Contact person	Mr Darren Edwards
Practice number		Telephone number	043 721 1043
		Mobile number	-
Country	South Africa	E-mail	darren@bisiwe.co.za
Postal address	73 Bonza Bay Road		
	Beacon Bay	Postal code	5201
Physical address	73 Bonza Bay Road		
	Beacon Bay	Postal code	5201

<b>A 7.0 Agent</b> [1.1; 6.2]	Discipline	Civil & Structural Engineers
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Name	CIBA Consortium		
Legal entity of above	BVI Consulting Engineers	Contact person	Mr Werner de Lange
Practice number		Telephone number	043 722 2738
		Mobile number	-
Country	South Africa	E-mail	wernerdl@bvi.co.za
Postal address	73 Bonza Bay Road		
	Beacon Bay	Postal code	5201
Physical address	73 Bonza Bay Road		
	Beacon Bay	Postal code	5201

<b>A 8.0 Agent</b> [1.1; 6.2]	Discipline	Electrical & Mechanical Engineers
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Name	CIBA Consortium		
Legal entity of above	BVI Consulting Engineers	Contact person	Mr Werner de Lange
Practice number		Telephone number	043 722 2738
		Mobile number	-
Country	South Africa	E-mail	wernerdl@bvi.co.za
Postal address	73 Bonza Bay Road		
	Beacon Bay	Postal code	
Physical address	73 Bonza Bay Road		
	Beacon Bay	Postal code	



**A 9.0 Agent** [1.1; 6.2]

Discipline	N/A
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Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

**A 10.0 Agent** [1.1; 6.2]

Discipline	N/A
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Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

**A 11.0 Agent** [1.1; 6.2]

Discipline	N/A
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Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

**A 12.0 Agent** [1.1; 6.2]

Discipline	N/A
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Name	N/A		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	Standard System of Measuring Building Work (7th Edition)
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### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	Republic of South Africa
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### B 3.0 Offer and acceptance [3.0]

Currency applicable to this <b>agreement</b> [3.2]	The South African Rand (ZAR)
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### B 4.0 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	Three (3)

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC</b> ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

<b>Contract drawings</b> – description	Number	Revision	Date
Architectural Drawings issued for Tender - As attached with Tender	-		
Engineering Drawings issued for Tender - As attached with Tender	-		

**B 5.0 Employer's agents [6.0]**

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
CIBA Consortium Intsika Architects (Pty) Ltd BVI Consulting Engineers

<b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3]
N/A

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Yes/no?	No			
Contract works insurance:			N/A	
		New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)	N/A	
or		<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)	N/A	
or		<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )	N/A	
		<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	<del></del>
		<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	<del></del>
		Escalation, professional fees and reinstatement costs if not included above	N/A	<del></del>
Total of the above contract works insurance amount			N/A	<del></del>
Supplementary insurance [10.1.2; 10.2]			N/A	
Public liability insurance [10.1.3; 10.2]			N/A	
Removal of lateral support insurance [10.1.4; 10.2]			N/A	
Other insurances [10.1.5]			N/A	
Yes/no?	No	If yes, description 1	N/A	
Yes/no?	No	If yes, description 2	N/A	

and/or

Insurances by <b>contractor</b>			Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Yes/no?	Yes			
		New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)	Contract Sum plus 10%	Not exceeding 5% of each claim
or		<b>Works with practical completion</b> in sections [10.2] ( <b>contract sum</b> or amount)	N/A	-
or		<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )	N/A	-
		<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
		<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
		Escalation, professional fees and reinstatement costs if not included above	Included	
Total of the above contract works insurance amount			Contract Sum plus 10%	
Supplementary insurance [10.1.2]			Contract Sum plus 10%	Not exceeding 5% of each claim
Public liability insurance [10.1.3]			R10 Million	Not exceeding 5% of each claim
Removal of lateral support insurance [10.1.4]			N/A	-
Other insurances [10.1.5]: Refer B17.0				
Yes/no?	Yes	If yes, description 1	TBC	
Hi Risk Insurance [10.1.5.1]				
Yes/no?	No	If yes, description 2	N/A	-
N/A				

**B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description	N/A		
Restriction of working hours [12.1.2]		Yes/no?	No
If yes, description	N/A		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	No
If yes, description	N/A		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	No
If yes, description	N/A		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	No
If yes, description	N/A		

**B 8.0 Nominated subcontractors [14.0]**

Yes/no?	TBC	If yes, description of specialisation
Specialisation 1	TBC	
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

**B 9.0 Selected subcontractors [15.0]**

Yes/no?	Yes	If yes, description of specialisation
Specialisation 1	Signage	
Specialisation 2	Landscaping	
Specialisation 3	Borehole	
Specialisation 4	Electrical Installations & Solar Installations	
Specialisation 5	Air-Conditioning Installations	

**B 10.0 Direct contractors [16.0]**

Yes/no?	No	If yes, description of extent of work
Extent of work [12.1.11]	N/A	
Extent of work [12.1.11]	N/A	
Extent of work [12.1.11]	N/A	
Extent of work [12.1.11]	N/A	
Extent of work [12.1.11]	N/A	

**B 11.0 Description of sections [20.1]**

<b>Section 1</b>	N/A
<b>Section 2</b>	N/A
<b>Section 3</b>	N/A
<b>Section 4</b>	N/A
<b>Section 5</b>	N/A
<b>Section 6</b>	N/A
<b>Section</b>	Remainder of the <b>works</b>

**B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]**

<b>Practical completion for the works as a whole</b>	Intended date of possession of the <b>site</b> Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>principal agent</b> [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
	<del> </del>	<del> </del>	<del> </del>	<del> </del>
	<del> </del>	<del> </del>	<del> </del>	<del> </del>
		<b>working days</b>	Period in months	Penalty amount per <b>calendar day (excl. tax)</b>
			12 Months	2.75 cents/R100 of contract value

or where **sections** are applicable

<b>Practical completion of a section of the works</b>	Intended date of possession of a <b>section</b> Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>principal agent</b> [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
	<del> </del>	<del> </del>	<del> </del>	<del> </del>
	<del> </del>	<del> </del>	<del> </del>	<del> </del>
		<b>working days</b>	Period in months	Penalty amount per <b>calendar day (excl. tax)</b>
<b>Section 1</b>	<del> </del>	N/A	N/A	N/A
<b>Section 2</b>	<del> </del>	N/A	N/A	N/A
<b>Section 3</b>	<del> </del>	N/A	N/A	N/A
<b>Section 4</b>	<del> </del>	N/A	N/A	N/A
<b>Section 5</b>	<del> </del>	N/A	N/A	N/A
<b>Section 6</b>	<del> </del>	N/A	N/A	N/A
<b>Section 7</b>	<del> </del>	N/A	N/A	N/A
<b>Section 8</b>	<del> </del>	N/A	N/A	N/A
Remainder of the <b>works</b>	<del> </del>	N/A	N/A	N/A

Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>
-

**B 13.0 Defects liability period [21.0]**

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	Yes
If yes, description of applicable elements	eg: Electrical reticulation / Air conditioning system / Landscaping 13.1 Electrical Installations & Solar Installations (12 Months) 13.2 Mechanical Installations (12 Months) 13.3 13.4 13.5 13.6	

**B 14.0 Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	25th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	Yes	
If yes, method to calculate	JBCC Contract Price Adjustment Provisions (CPAP)		
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	Twenty-one (21) <b>calendar days</b>		

**B 15.0 Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10]	-		
Name of nominating body	-		
Applicable rules for adjudication [30.6.2]	-		
Arbitration [30.7.4; 30.10]	Yes/no? *	No	
If Yes, name of nominating body	-		
* If No, then dispute will be referred to litigation	-		
Applicable rules for arbitration [30.7.5]	-		

**B 16.0 JBCC® General Preliminaries - selections**

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information [P2.3]	Yes/no?	No	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	N/A		
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]	N/A		
Inspection of adjoining properties - details [P3.3]	-		
Handover of <b>site</b> in stages - specific requirements [P4.1]	-		
Enclosure of the <b>works</b> - specific requirements [P4.2]	-		
Geotechnical and other investigations - specific requirements [P4.3]	-		
Existing premises occupied - details [P4.5]	N/A		
Services - known - specific requirements [P4.6]	N/A		
Water [P8.1]	By <b>contractor</b>	Yes/no?	Yes
	By <b>employer</b>	Yes/no?	No
	By <b>employer</b> – metered	Yes/no?	No
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	Yes
	By <b>employer</b>	Yes/no?	No
	By <b>employer</b> – metered	Yes/no?	No
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	Yes
	By <b>employer</b>	Yes/no?	No

Communication facilities - specific requirements [P8.4]	-
Protection of the <b>works</b> - specific requirements [P11.1]	-
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]	-
Disturbance - specific requirements [P11.5]	-
Environmental disturbance - specific requirements [P11.6]	-

## B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this <b>agreement</b>
<p><b>1.1 Definitions</b></p> <p><b>AGREEMENT:</b> The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and JBCC® <b>contract data for organs of state and other public sector bodies</b>, the <b>contract drawings</b>, the <b>priced document</b> and any other documents reduced to writing and signed by the authorised representatives of the <b>parties</b></p> <p><b>CONSTRUCTION PERIOD:</b> The period commencing on the date of possession of the <b>site</b> by the <b>contractor</b> and ending on the date of <b>practical completion</b></p> <p><b>CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:</b> The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information</p> <p><b>INTEREST:</b> The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State</p> <p><b>PRINCIPAL AGENT:</b> The person or entity appointed by the <b>employer</b> and named in the <b>contract data for organs of state and other public sector bodies</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by the employer's representative as named in the <b>contract data for organs of state and other public sector bodies</b></p>



### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

### 6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

### 9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

### 10.0 Insurances

Add the following as 10.1.5.1:

#### Hi Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

#### 10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

#### 10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

#### 10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

#### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

### 11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

### 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

### 19.0 Practical Completion

19.5: Delete the words "subject to the **contractor**'s lien or right of continuing possession of the **works** where this has not been waived"

### 21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

### 25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

### 27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

### 29.0 Termination

Add the following after 29.1.3:

or where ...

29.1.4: The **contractor**'s estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

## C TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

### C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

### C 3.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply

#### Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

#### Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

### C 4.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply

#### Provision of particulars

The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

### Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred</p>

### Failure to provide particulars within the period stated

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

## C1.3 – Form of Guarantee

**PERFORMANCE GUARANTEE  
PRO FORMA**

For use with the JBCC Principal Agreement Edition 6.2, May 2018, prepared by the Joint Building Contracts Committee.

**Contract No:** \_\_\_\_\_

**Project Name: CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT GOSS HILL**

WHEREAS: **Eastern Cape Development Corporation**  
(hereinafter referred to as the Employer")

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Guarantor" means: .....

"Employers Agent" means:.....

"Works" means: .....

"Site" means: .....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

Type of Performance Guarantee: ..... (Insert Variable or Fixed)

"Expiry Date" means: ..... (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

## **CONTRACT DETAILS**

Employer's Agent Issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

### **1. PERFORMANCE GUARANTEE**

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of the issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

### **2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 2.1 The Guarantor hereby acknowledges that:
  - 2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon the receipt of the documents identified in 3.2.1 to 3.2.3:
  - 2.2.1 A copy of the first written demand issued by the Employer to the Contractor stating that the payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment with seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
  - 2.2.2 A first writing demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
  - 2.2.3 A copy of the aforesaid payment certified which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

- 2.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 2.3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that a Performance Guarantee is called up in terms of 3.3; and
- 2.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 2.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor and resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 The performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of and district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.



**Signed at:** .....

**Date:** .....

**Guarantor's signatory (1):** .....

**Capacity:** .....

**Guarantor's signatory (2):** .....

**Capacity:** .....

**Witness signatory (1):** .....

**Witness signatory (2):** .....



# Guarantee for Construction

For use with the JBCC® Principal Building Agreement

edition /date

## GUARANTOR DETAILS AND DEFINITIONS

Guarantor:

Physical Address:

Guarantor's signatory 1:  Capacity

Guarantor's signatory 2:  Capacity

Employer:

Contractor:

Principal Agent:

Works:

Site:

Contract Sum: Accepted amount inclusive of **tax** Currency

... amount in words:

Guaranteed Sum: The maximum aggregate amount Currency

... amount in words:

Guarantee for Construction: *(Insert Variable or Fixed)*

Expiry Date:

## AGREEMENT DETAILS

Sections: Total number / not applicable  Last Section

Principal Agent issues JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion

### 1.0 GUARANTEE FOR CONSTRUCTION (Variable)

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:-

#### GUARANTOR'S LIABILITY

#### PERIOD OF LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 10% of the contract sum) in the amount of :

From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the Interim Payment Certificate certifying in excess of 50% of the contract sum

Amount in words :

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of:

From and including the day after the date of the aforesaid Interim Payment Certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections

Amount in words:

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections

Amount in words:

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract) in the amount of:

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer, this Guarantee for Construction shall expire upon payment of the full amount certified

Amount in words:

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the guarantee validity period

**2.0 FIXED N/S CONSTRUCTION GUARANTEE**

2.1 Where a Guarantee for Construction (fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

**GUARANTOR'S LIABILITY**

**PERIOD OF LIABILITY**

Maximum Guaranteed Sum (not exceeding 7.5 % of the contract sum) in the amount of:

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire

Amount in words:

3.0 The Guarantor acknowledges that:

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

3.2 Its obligation under this Guarantee for Construction is restricted to the payment of money; and

3.3 Reference to a Recovery Statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent

4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4. 3:

4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand notice issued by the Employer to the Guarantor at the Guarantor's Physical Address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor; and
- 4.3 A copy of the applicable payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's Physical Address calling up this Guarantee for Construction stating that:
  - 5.1 The Agreement has been terminated due to the Contractor's default and that the Guarantee for Construction is called up in terms of 5.0. The demand shall enclose a copy of the notice of termination; or
  - 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.
- 6.0 The aggregate amount of payments to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund.
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor.
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim its release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
- 10.0 The Guarantor chooses the Physical Address stated above for all notices and correspondences in relation to this Guarantee.
- 11.0 This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Expiry Date, whichever is the earlier, whereafter no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired.
- 12.0 This Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 13.0 Where this Guarantee for Construction is issued in the Republic of South Africa this Guarantee for Construction shall be governed by the laws of the Republic of South Africa. A competent court in the Republic of South Africa shall have sole jurisdiction in terms of this Guarantee for Construction. Where this Guarantee for Construction is issued outside the Republic of South Africa, the laws of the guarantor who issued this Guarantee for Construction shall prevail. A competent court, in the jurisdiction in which the guarantor is domicile shall prevail.

Signed at:

Date:

Guarantor's Signatory 1: .....

Guarantor's Signatory 2: .....

Witness: .....

Witness: .....

Guarantor's seal or stamp

C1.4 – Agreement in Terms of Section 37(2) of the Occupational Health & Safety Act (Act No 85 of 1993)

**PART.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

THIS AGREEMENT made between:

.....

(hereinafter referred to as "the Employer") of the one part, herein represented by:

.....

In his capacity as .....

AND: .....

(hereinafter referred to as "the Mandatory") of the other part, herein represented by:

.....

In his capacity as .....

And being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (Contract No.)

(Title).....

and has accepted a bid by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act No 85 of 1993.

**NOW THEREFORE THIS DOCUMENT WITNESSETH AS FOLLOWS:**

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employers Agent requiring him to commence the execution of the Works, to either:
  - a) The date of the Final Approval Certificate issued in terms of Clause 21.12 of the JBCC Principal Building Agreement Edition 6.2 May 2018 (hereinafter referred to as the "JBCC").
  - b) The date of termination of the Contract in terms of Clauses 29.0 of the JBCC
3. The Mandatory declares himself to be conversant with the following:
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1995), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - i) Section 8: General duties of employers to their employees;
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
    - iii) Section 37: Acts or omissions by employees or mandatories, and
    - iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of the JBCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1995 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers Will at all times comply with the following conditions:
  - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

At ..... for and behalf of the  
Employer on this the ..... day of ..... 20.....

**SIGNATURE:**.....

**CAPACITY:**.....

**WITNESSES:**

**SIGNATURES:** (1) .....

(2) .....

**NAMES:** (1) .....

(2).....

At ..... for and behalf of the MANDATORY

on this the ..... day of ..... 20.....

**SIGNATURE:** .....

**CAPACITY:** .....

**WITNESSES:**

**SIGNATURES:** (1).....

(2).....

**NAMES:** (1) .....

(2).....



## **Part C2: Pricing data**

### C2.1 - Pricing instructions

## C2.1 - Pricing instructions

## C2.1: Pricing Instructions

### C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES

C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.

C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**

C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.

C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.

C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and of-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.

C2.1.1.6 Any additional charges in connection with of-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.

C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.

C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.

C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.

C2.1.1.10 **The Bills of Quantities are not to be used for the purpose of ordering materials**

## DAYWORK SCHEDULE

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

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

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

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

### A LABOUR

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

### B EQUIPMENT (where not listed in scheduled items)

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

Rate for standing time: ..... % of working rate

### C MATERIAL

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

.....%

TENDERER'S NAME: .....COMPANY STAMP:

SIGNATURE: .....

DATE: .....

## C2.2 - Bill of Quantities

(See Attached)

**PROVISIONAL BILLS OF QUANTITIES**  
**FOR**  
**CONSTRUCTION OF ZWELIHLE MULTI-PURPOSE COMMUNITY CENTRE AT**  
**GOSS HILL**  
**FOR**  
**Dept Agriculture Land Reform & Rural Development**

**ARCHITECTS**

Intsika Architects  
73 Bonza Bay Road  
Beacon Bay  
East London  
5241  
Tel. 043 748 2949  
Fax:  
e Mail: rob@intsika.com

**Principal Agent**

BVI Engineers  
Tel. 043 722 2738  
Fax:  
e Mail: WernerDL@bvi.co.za

**QUANTITY SURVEYORS**

Bisiwe Van Niekerk Inc  
Quantity Surveyors & Project Managers  
Office 11F, Beacon Park, 21 Pell Steet/89 Bonza  
Bay Road, Beacon Bay, East London  
5200  
Tel. 043 721 1043  
Fax:  
e Mail: admin@bisiwe.co.za

**Consulting Engineers**

BVI Engineers  
Tel. 043 722 2738  
Fax:  
e Mail: WernerDL@bvi.co.za

**SECTION NO. 1**  
**PRELIMINARIES**

**SECTION NO. 1**

**PRELIMINARIES**

**BILL NO. 1**

**PRELIMINARIES**

**BUILDING AGREEMENT AND PRELIMINARIES**

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

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

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described

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

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

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

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

**PREAMBLES FOR TRADES**

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

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

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

**STRUCTURE OF THIS PRELIMINARIES BILL**

A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Amount

Carried to Collection

R

Section No. 1  
 Bill No. 1  
 Preliminaries



A recital of the headings of the individual clauses in the aforementioned  
**JBCC General Preliminaries**

Section C : Any special clauses to meet the particular circumstances of the project

**PRICING OF PRELIMINARIES**

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)}

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

**Interpretation (A1-A7)**

1 Clause 1.0 - Definitions and interpretation

Pricing of bills of quantities

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

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

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

Abbreviated descriptions

The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice

Legal status of contractor

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

1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement

Carried to Collection

Amount

R

Section No. 1  
 Bill No. 1  
 Preliminaries

		Amount
2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons		
3. The contractor shall not alter its composition or legal status without the prior written consent of the employer	Item	
F: ..... V: ..... T: .....		
2 Clause 2.0 - <b>Law</b> , regulations and <b>notices</b>	Item	
F: ..... V: ..... T: .....		
3 Clause 3.0 - Offer and acceptance	Item	
F: ..... V: ..... T: .....		
4 Clause 4.0 - Cession and assignment	Item	
F: ..... V: ..... T: .....		
5 Clause 5.0 - Documents		
Value Added Tax		
Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)		
Priced document as specification		
The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any		
Electronic issue of drawings		
All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6}	Item	
F: ..... V: ..... T: .....		
6 Clause 6.0 - Employer's agents		
Delegated authority		
The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2] This does not preclude the principal agent from issuing such contract instructions.		
1. Architect		
1.1 Duties [6.2]		
The architect is responsible for the architectural design, functional design and quality inspection of the work		
Contract instructions [6.2; 17.1]		
Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement		
Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works		
1.2.3 The site		
1.2.4 1033 Compliance with the law, regulations and bylaws [2.1]		
Carried to Collection	R	
Section No. 1		
Bill No. 1		
Preliminaries		

	Amount
1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	
1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	
1.2.7 Removal or re-execution of work	
1.2.8 Removal or substitution of any materials and goods	
1.2.9 Protection of the works	
1.2.10 Making good physical loss and repairing damage to the works [23.2.2]	
1.2.11 Rectification of defects [21.2]	
1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	
1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums	
1.2.14 Appointment of a subcontractor [14.0; 15.0]	
1.2.15 Work by direct contractors [16.0]	
1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]	
2. Quantity surveyor	
2.1 Duties [6.2]	
The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works	
2.2 Contract instructions [6.1]	
2.2.1 No contract instructions delegated to the quantity surveyor	
3. Civil and structural engineer	
3.1 Duties [6.2]	
The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works	
Contract instructions [6.2; 17.1]	
3.2.1 Rectification of discrepancies, errors in description quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement	
3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	
3.2.3 The site [13.0]	
3.2.4 Compliance with the law, regulations and bylaws [2.1]	
3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	
Carried to Collection	<b>R</b>
Section No. 1 Bill No. 1 Preliminaries	

	Amount
3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	
3.2.7 Removal or re-execution of work	
3.2.8 Removal or substitution of any materials and goods	
3.2.9 Protection of the works	
3.2.10 Making good physical loss and repairing damage to the works [23.2.2]	
3.2.11 Rectification of defects [21.2]	
3.2.12 A list for practical completion} specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	
3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums	
4. Mechanical engineer	
4.1 Duties [6.2]	
The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions	
4.2 Contract instructions [6.2; 17.1]	
4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the Principal Building Agreement	
4.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works	
4.2.3 Compliance with the law, regulations and bylaws [2.1]	
4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works	
4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]	
4.2.6 Removal or re-execution of work	
4.2.7 Removal or substitution of any materials and goods	
4.2.8 Protection of the works	
4.2.9 Making good physical loss and repairing damage to the works [23.2.2]	
4.2.10 Rectification of defects [21.2]	
4.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion	
Carried to Collection	<b>R</b>
Section No. 1 Bill No. 1 Preliminaries	

	Amount
<p>4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p>	
<p>5. Electrical engineer</p>	
<p>5.1 Duties [6.2]</p>	
<p>The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p>	
<p>Contract instructions [6.2; 17.1]</p>	
<p>5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p>	
<p>5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p>	
<p>5.2.3 Compliance with the law, regulations and bylaws [2.1]</p>	
<p>5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p>	
<p>5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p>	
<p>5.2.6 Removal or re-execution of work</p>	
<p>5.2.7 Removal or substitution of any materials and goods</p>	
<p>5.2.8 Protection of the works</p>	
<p>5.2.9 Making good physical loss and repairing damage to the works [23.2.2]</p>	
<p>5.2.10 Rectification of defects [21.2]</p>	
<p>5.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p>	
<p>5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p>	
<p>6. Wet services engineer - N/A</p>	
<p>7. Fire consultant - N/A</p>	
<p>8. Health and safety consultant</p>	
<p>8.1 Duties [6.2]</p>	
<p>The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall :</p>	
<p>8.1.1 Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 (as amended</p>	
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		Amount
	8.1.2 Prepare and update the health and safety specification for the works	
	8.1.3 Agree with the contractor the health and safety plan for the works	
	8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations	
	8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to	
	F: ..... V: ..... T: .....	
7	Clause 7.0 - Design responsibility	Item
	F: ..... V: ..... T: .....	
	<b><u>Insurances and securities (A8-A11)</u></b>	
8	Clause 8.0 - Works risk	Item
	F: ..... V: ..... T: .....	
9	Clause 9.0 - Indemnities	Item
	F: ..... V: ..... T: .....	
10	Clause 10.0 - Insurances	Item
	F: ..... V: ..... T: .....	
11	Clause 11.0 - Securities	
	Guarantee for payment	
	The employer shall provide to the contractor a guarantee for payment in the amount of ..N/A...[11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works N/A [11.1]	
	Extension of waiver of lien	
	The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10] - N/A	Item
	F: ..... V: ..... T: .....	
	<b><u>Execution (A12 - A17) }</u></b>	
12	Clause 12.0 - Obligations of the parties	
	Office accommodation	
	The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]	
	Notice board	
	The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]	
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	<p>Statutory and other notices</p> <p>The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard.</p> <p>It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto</p> <p>F: ..... V: ..... T: .....</p>	Item
13	<p>Clause 13.0 - Setting out</p> <p>F: ..... V: ..... T: .....</p>	Item
14	<p>Clause 14.0 - Nominated <b>subcontractors</b></p> <p>F: ..... V: ..... T: .....</p>	Item
15	<p>Clause 15.0 - Selected <b>subcontractors</b></p> <p>F: ..... V: ..... T: .....</p>	Item
16	<p>Clause 16.0 - Direct contractors</p> <p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none"> <li>1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials</li> <li>2. Allow the user of personnel welfare facilities, where provided</li> <li>3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation</li> <li>4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]</li> </ol> <p>F: ..... V: ..... T: .....</p>	Item
17	<p>Clause 17.0 - Contract instructions</p> <p>Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the <b>contractor</b></p> <p>F: ..... V: ..... T: .....</p>	Item
	<p><b><u>Completion (A18 - A24)</u></b></p>	
18	<p>Clause 18.0 - Interim completion</p> <p>F: ..... V: ..... T: .....</p>	Item
19	<p>Clause 19.0 - Practical completion</p> <p>F: ..... V: ..... T: .....</p>	Item
20	<p>Clause 20.0 - Completion in sections</p> <p>F: ..... V: ..... T: .....</p>	Item
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21	<p>Clause 21.0 - <b>Defects</b> liability period and final completion</p> <p>F: ..... V: ..... T: .....</p>	Item
22	<p>Clause 22.0 - <b>Latent defects</b> liability period</p> <p>F: ..... V: ..... T: .....</p>	Item
23	<p>Clause 23.0 - Revision of the date for <b>practical completion</b></p> <p><b>Substitution of materials and goods</b></p> <p>The removal or substitution of any <b>materials and goods</b> which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the <b>contract value</b> [17.1.8; 23.1 &amp; 2]</p> <p>F: ..... V: ..... T: .....</p>	Item
24	<p>Clause 24.0 - <b>Penalty</b> for late or non-completion</p> <p>F: ..... V: ..... T: .....</p> <p><b>Payment (A25 - A27)</b></p>	Item
25	<p>Clause 25.0 - Payment</p> <p>Prices submitted</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p> <p>Fluctuations in costs</p> <p>All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor</p> <p>F: ..... V: ..... T: .....</p>	Item
26	<p>Clause 26.0 - Adjustment of the contract value and final account</p> <p>Fluctuations in costs</p> <p>All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5]</p> <p>Tenant installation/user requirements delayed</p> <p>There is a possibility that certain works related to tenant installation/user 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>	
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	Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to 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	
	Cost of claims	
	All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs	
	Claims from subcontractors	
	The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]	
	F: ..... V: ..... T: .....	Item
27	Clause 27.0 - Recovery of expense and/or loss	Item
	F: ..... V: ..... T: .....	
	<b><u>Suspension and termination (A28 - A29)</u></b>	
28	Clause 28.0 - Suspension by the <b>contractor</b>	Item
	F: ..... V: ..... T: .....	
29	Clause 29.0 - Termination	Item
	F: ..... V: ..... T: .....	
	<b><u>Dispute resolution (A30)</u></b>	
30	Clause 30.0 - Dispute resolution	
	Agreement	
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties	
	Contract	
	Tenderer's selection	
	Before submission of his tender the contractor is to complete the tenderer's selections in the contract data	
	F: ..... V: ..... T: .....	Item
	<b><u>SECTION B: GENERAL PRELIMINARIES</u></b>	
	<b><u>Definitions and interpretation (B1)</u></b>	
31	Clause 1.1 - Definitions	Item
	F: ..... V: ..... T: .....	
32	Clause 1.2 - Interpretation	Item
	F: ..... V: ..... T: .....	
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<b><u>Documents (B2)</u></b>		
33	Clause 2.1 - Checking of documents F: ..... V: ..... T: .....	Item
34	Clause 2.2 - Provisional bills of quantities  Multiple procurement  These bills of quantities are in multiple procurement format ie the 'wet trades' - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally measured and the subsequent trades are budgetary allowances and/or provisional sums  F: ..... V: ..... T: .....	Item
35	Clause 2.3 - Availability of <b>construction information</b> F: ..... V: ..... T: .....	Item
36	Clause 2.4 - Ordering of <b>materials and goods</b> F: ..... V: ..... T: .....	Item
<b><u>Previous work and adjoining properties (B3)</u></b>		
37	Clause 3.1 - Previous work - dimensional accuracy F: ..... V: ..... T: .....	Item
38	Clause 3.2 - Previous work - <b>defects</b> F: ..... V: ..... T: .....	Item
39	Clause 3.3 - Inspection of adjoining properties F: ..... V: ..... T: .....	Item
<b><u>The site (B4)</u></b>		
40	Clause 4.1 - Handover of <b>site</b> in stages F: ..... V: ..... T: .....	Item
41	Clause 4.2 - Enclosure of <b>the works</b>  The contractor shall suitably enclose the works as required by the Occupational Health and Safety Act and prevent any unauthorised access to the site.  F: ..... V: ..... T: .....	Item
42	Clause 4.3 - Geotechnical and other investigations F: ..... V: ..... T: .....	Item
43	Clause 4.4 - Encroachments F: ..... V: ..... T: .....	Item
44	Clause 4.5 - Existing premises occupied F: ..... V: ..... T: .....	Item
45	Clause 4.6 - Services - known F: ..... V: ..... T: .....	Item
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<b><u>Management of contract (B5)</u></b>		
46	Clause 5.1 - Management of <b>the works</b> F: ..... V: ..... T: .....	Item
47	Clause 5.2 - Progress meetings F: ..... V: ..... T: .....	Item
48	Clause 5.3 - Technical meetings F: ..... V: ..... T: .....	Item
<b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b>		
49	Clause 6.1 - Samples of materials F: ..... V: ..... T: .....	Item
50	Clause 6.2 - Workmanship samples F: ..... V: ..... T: .....	Item
51	Clause 6.3 - Shop drawings F: ..... V: ..... T: .....	Item
52	Clause 6.4 - Compliance with manufacturer's instructions F: ..... V: ..... T: .....	Item
<b><u>Deposits and fees (B7)</u></b>		
53	Clause 7.1 - Deposits and fees F: ..... V: ..... T: .....	Item
<b><u>Temporary services (B8)</u></b>		
54	Clause 8.1 - Water F: ..... V: ..... T: .....	Item
55	Clause 8.2 - Electricity F: ..... V: ..... T: .....	Item
56	Clause 8.3 - Ablution and welfare facilities F: ..... V: ..... T: .....	Item
57	Clause 8.4 - Communication facilities F: ..... V: ..... T: .....	Item
<b><u>Prime cost amounts (B9)</u></b>		
58	Clause 9.1 - Responsibility for <b>prime cost amounts</b>  Where details of materials for which prime cost amounts are to be allowed <b>are</b> readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the <b>contractor</b> to price for fixing and installation, waste, etc  F: ..... V: ..... T: .....	Item
<b><u>Attendance on subcontractors (B10)</u></b>		
59	Clause 10.1 - General attendance F: ..... V: ..... T: .....	Item
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<p>60 Clause 10.2 - Special attendance</p> <p><i>It is important to note that general attendance only requires the <b>contractor</b> to 'permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the <b>site</b>' (refer to 12.2.13 of the <b>JBCC</b> n/s subcontract agreement). Many n/s <b>subcontractors</b> qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the <b>contractor</b> to provide for the extended use of scaffolding for specific subcontracts within a description of 'special attendance' in the Preliminaries.</i></p> <p>F: ..... V: ..... T: .....</p> <p><b>General (B11)</b></p>	Item	
<p>61 Clause 11.1 - Protection of <b>the works</b></p> <p>F: ..... V: ..... T: .....</p>	Item	
<p>62 Clause 11.2 - Protection/isolation of existing <b>works</b> and <b>works</b> occupied in sections</p> <p>F: ..... V: ..... T: .....</p>	Item	
<p>63 Clause 11.3 - Security of <b>the works</b></p> <p>F: ..... V: ..... T: .....</p>	Item	
<p>64 Clause 11.4 - Notice before covering work</p> <p>F: ..... V: ..... T: .....</p>	Item	
<p>65 Clause 11.5 - Disturbance</p> <p>Disturbance</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 by 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 construction period or contract value whatsoever</p> <p>F: ..... V: ..... T: .....</p>	Item	
<p>66 Clause 11.6 - Environmental disturbance</p> <p>Controlling all forms of pollution</p> <p>The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.</p> <p>The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works</p> <p>Environmental management plan</p>		
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	The employer has prepared an environmental management plan (EMP) (N/A). The contractor shall price opposite this item for compliance with all the requirements of a generic EMP. - Contractor to make provision for standard generic environmental related items in the absence of a project specific environmental management plan.	Item
	F: ..... V: ..... T: .....	
67	Clause 11.7 - <b>Works</b> cleaning and clearing	Item
	F: ..... V: ..... T: .....	
68	Clause 11.8 - Vermin	Item
	F: ..... V: ..... T: .....	
69	Clause 11.9 - Overhand work	Item
	F: ..... V: ..... T: .....	
70	Clause 11.10 - Tenant installations	Item
	F: ..... V: ..... T: .....	
71	Clause 11.11 - Advertising	Item
	F: ..... V: ..... T: .....	
<b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>		
<b><u>Specific Preliminaries</u></b>		
72	Warranties for materials and workmanship	
	Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract	
	The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice	
	The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor	Item
	F: ..... V: ..... T: .....	
73	Overtime	
	Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the <b>contractor</b> unless the <b>principal agent</b> has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the <b>employer</b>	Item
	F: ..... V: ..... T: .....	
74	Cooperation of the <b>contractor</b> for cost management	
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	<p>It is specifically agreed that the <b>contractor</b> accepts the obligation of assisting the <b>principal agent</b> in implementing proper cost management. The <b>contractor</b> will be advised by the <b>principal agent</b> of all cost management procedures which will be implemented to ensure that the <b>contract value</b> does not exceed the budget</p> <p>F: ..... V: ..... T: .....</p>	Item	
75	Overloading		
	<p>The <b>contractor</b> shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of <b>the works</b> or temporary works eg scaffolding, etc. The <b>contractor</b> shall submit details of his proposed loading, storage, plant erection, etc to the <b>principal agent</b> for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the <b>principal agent's</b> requirements in connection with the provision of temporary support work, etc. Any damage caused to the <b>works</b> by overloading shall be made good by the <b>contractor</b> at his sole expense</p> <p>F: ..... V: ..... T: .....</p>	Item	
76	Propping of floors below		
	<p>The <b>contractor</b> is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of <b>materials and goods</b> and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the <b>principal agent</b> and the cost thereof shall be borne by the <b>contractor</b></p> <p>F: ..... V: ..... T: .....</p>	Item	
77	Testing of flat roof waterproofing for watertightness		
	<p>Flat roof waterproof areas shall be flooded and kept 'ponded' for at least forty eight hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F: ..... V: ..... T: .....</p>	Item	
78	Shop Drawings		
	<p>The term 'shop drawings' shall mean drawings, layout drawings, diagrams, illustrations, schedules, performance charts, brochures, operating manuals and other data which are prepared by the Contractor or any Sub-Contractor, manufacturer, supplier or distributor and which illustrate the specified portion of the work.</p> <p>The Contractor shall ensure that all shop drawings required for the Works in terms of this Contract, all Selected/Nominated Sub-Contracts and/or any Principal Agent's instruction, are prepared and submitted timeously in accordance with the following procedure:</p> <p>A) 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, for approval. Such work shall not be carried out until such approval has been given.</p>		
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<p>B) Shop drawings shall be submitted to the Principal Agent for approval at least two weeks prior to the date on which such approval is required in order to comply with the Contract Programme.</p> <p>C) All submissions shall be prepared in accordance with the Contract drawings and specifications and/or any Principal Agents 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. Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or Principal Agents instructions shall not constitute grounds for any claims for delay, extension of time and the like.</p> <p>D) When the Principal Agent advises that shop drawings have been approved, the original transparencies of such drawings shall immediately be submitted to the Principal Agent so that the Principal Agents 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 Agents approval.</p> <p>E) 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.</p> <p>F) The Principal Agents approval of shop drawings is limited to checking conformity with specification and shall not relieve the Contractor, Sub-Contractor or Supplier of his responsibility for design, erection or installation fit, nor does it vary his contractual or delictual obligations and liabilities.</p> <p>G) Should the Contractor, Sub-Contractor 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 Architects directive.</p> <p>H) One copy of the final approved set of 'Shop Drawings' is to be submitted to the Quantity Surveyors for purposes of valuation remeasurement.</p>	Item	
<p>F: ..... V: ..... T: .....</p>		
<p>79 Health and safety</p>		
<p>Without limiting the generality of the provisions of clause 2.0, the <b>contractor's</b> attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the <b>employer</b> shall prepare a documented health and safety specification for <b>the works</b> (refer to Annexure for a copy of the relevant specification) and that the <b>employer</b> shall ensure that the <b>contractor</b> has made provision for the cost of health and safety measures during the execution of <b>the works</b>. The <b>contractor</b> shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]</p>	Item	
<p>F: ..... V: ..... T: .....</p>		
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80	<p>The <b>contractor</b> shall</p> <ol style="list-style-type: none"> <li>1. Comply with the health and safety specification for <b>the works</b></li> <li>2. Prepare and agree with the health and safety consultant the health and safety plan for <b>the works</b></li> <li>3. Cooperate with the health and safety consultant in all respects</li> <li>4. Manage the compliance of all <b>subcontractors</b> with the regulations and with the health and safety plan and specification</li> <li>5. Conform to the conditions contained in the <b>employer's</b> health and safety specification</li> </ol> <p>F: ..... V: ..... T: .....</p>	Item
81	<p>Green star building certification - N/A</p> <p>F: ..... V: ..... T: .....</p>	Item N/A
82	<p>Broad based black economic empowerment (BBBEE)</p> <p>Tenders submitted will be evaluated taking into account their empowerment rating</p> <p>The <b>employer</b> will be monitoring the broad based black economic empowerment (BBBEE) status of the <b>contractor</b> throughout the execution of <b>the works</b></p> <p>The <b>contractor</b> is to submit to the <b>principal agent</b> on an annual basis a schedule of spend, split into vendors engaged as <b>subcontractors</b> and suppliers indicating their BBBEE rating including proof of the said rating</p> <p>F: ..... V: ..... T: .....</p>	Item
83	<p><b>SMME'S</b></p> <p>The principal contractor shall comply with all the requirement of mandatory subcontracting of SMMEs <b>where feasible</b> of up to <b>30%</b> of their contract value (Including VAT) as stipulated under the SMME subcontracting requirements. The Principal Contractor shall on fulltime basis closely mentor, manage and supervise all SMMEs and shall manage, guide and assist each SMMEs in all aspects of management, execution and completion of his/her subcontract. This shall typically include the on-site productivity planning and management of materials, cost management, contract management, Health and Safety management, quality management, communication management and close-out documentation.</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>F: ..... V: ..... T: .....</p>	Item
84	<p>Advertising rights</p>	
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	<p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The <b>contractor</b> shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the <b>principal agent</b> so as not to hinder the <b>contractor</b> in meeting his obligations under this agreement</p> <p>F: ..... V: ..... T: .....</p>	Item
85	Confidentiality	
	<p>The <b>contractor</b> undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all <b>subcontractors</b> and suppliers. Such information shall not be used in any way except in connection with the execution of <b>the works</b></p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the <b>employer</b></p> <p>F: ..... V: ..... T: .....</p>	Item
86	Media releases	
	<p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the <b>employer</b></p> <p>The <b>contractor</b> together with his <b>subcontractors</b> shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media</p> <p>F: ..... V: ..... T: .....</p>	Item
	<p><b>Social and Economic Deliverables</b></p>	
87	<p><b>Community Liaison Officer (CLO) Appointment :</b></p>	
	<p>Within 1 month of the contract commencement, the Main Contractor must employ the services of a suitably competent and experienced Community Liaison Officer (CLO), on a full-time basis, for the duration of the project.</p> <p>The CLO shall receive the basic rate of pay of not less than <b>R 8 700.00 per month</b>. All statutory requirements/deductions are excluded from this amount. A provision of 27% is made to cover these items.</p> <p>The Provisional Sum to the value of <b>R 132 588.00</b> has been allowed for a <b>12 month duration</b>.</p> <p>The contractor shall provide the necessary tools of the trade for the CLO to operate effectively. This will include office space and all reasonable furniture and equipment, including controlled access to an internet connected computer, a facsimile machine and a cellphone.</p> <p>The shortlisting of appropriate CLO candidates should require guidance of the Project Steering Committee, yet the Main Contractor shall make the final selection decision after receiving the prior written CLO appointment approval of the Implementing Agent, based on the Main Contractor's written recommendation.</p> <p>F: ..... V: ..... T: .....</p>	Item
		132 588 00
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		Amount	
88 Main Contractors mark-up and other associated costs on above item. F: ..... V: ..... T: .....	Item		
<p>89 <b>Candidate Professionals / Interns Experiential Training:</b></p> <p>Within 1 month of contract award, the Main Contractor shall employ a minimum of 3 candidates for the duration of the construction period. The selection and placement of these appropriate candidates shall be in line with the Target Areas identified below. The Candidates per recommended group should be as detailed here below :</p> <ul style="list-style-type: none"> <li>• 1 x Building Construction Management;</li> <li>• 1 x Civil/Structural Engineer</li> <li>• 1 x Quantity Surveyor</li> </ul> <p>The objective is to assist those candidate technical professionals to obtain professional registration with the appropriate body during the course of the construction project.</p> <p>With the exception of the stipends cost, all costs associated with the internship, including the provision of work tools, facilities and professional registration is a priceable item for which the contractor must tender.</p> <p>The designated persons must be placed on site and will be paid a monthly stipend of <b>R 6 500.00 per month by the contractor</b>. All statutory requirements are excluded from this amount. A provision of an additional 27% is made to cover these statutory requirements.</p> <p>The stipend costs shall be defined as a <b>PC sum to the value of R 297 180.00</b>. Other associated costs shall be for the Contractor's account and the Contractor must tender accordingly, and should be clearly stipulated in the tender submission.</p> <p>F: ..... V: ..... T: .....</p>	Item	297 180 00	
90 Main Contractors mark-up and other associated costs on above item. F: ..... V: ..... T: .....	Item		
<p>91 <b>Technical Training :</b></p> <p>The <b>Provisional Sum of R 100 000.00</b> must be made, and included in the tender for Technical Training to benefit non-seconded labour.</p> <p>Within one month of contract commencement, the Main Contractor shall appoint an approved Skills Development Service Provider as the nominated service provider for the provision of technical training for the duration of the project. The Main Contractor shall engage the Implementing Agent/PA to agree upon a practical program, prior to commencement, inclusive of candidate recruitment, in order to deliver the Technical Training deliverable. This shall be submitted to the Implementing Agent within six weeks of the project commencement meeting. Approval to commencement with the technical training programme shall be based on the submission of a proposal made by the contractor for the approval decision of the Principal Agent.</p> <p>The Contractor shall employ all learners participating in the training, after the individual's successful completion of the theoretical component of the training.</p>			
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	R		

		Amount
	<p>The employment duration shall be for the balance of construction duration for that trade, with a minimum employment period on site of three months. The employment must be aligned to their practical experiential requirement to enhance their competency in their trained area.</p> <p>The Contractor shall pay for this technical training, inclusive of training provider fees and Learner stipends as detailed above.</p> <p>All technical training shall be recorded on the Labour Management System by the Labour Desk.</p> <p>F: ..... V: ..... T: .....</p>	
92	<p>Main Contractors mark-up and other associated costs on above item.</p> <p>F: ..... V: ..... T: .....</p>	Item 100 000 00
93	<p><b>Community Engagement Obligation / Project Steering Committee (PSC) :</b></p> <p>The Contractor shall participate in all community engagement activities through the established Project Steering Committee (PSC). Provisions for costs for participation in PSC meetings by nominated and approved delegates shall be provided at R250 per person (Limited to 5 persons) and a maximum of <b>R1250 per monthly PSC progress meeting</b>. Approval of participants and their payments shall be provided by the Implementing Agent.</p> <p>A <b>Provisional Sum of R15,000.00</b> is made for the costs for participation by PSC members.</p> <p>The Contractor shall tender accordingly.</p> <p>F: ..... V: ..... T: .....</p>	
94	<p>Main Contractors mark-up and other associated costs on above item.</p> <p>F: ..... V: ..... T: .....</p>	Item 15 000 00
	<p><b><u>SUMMARY OF CATEGORIES</u></b></p> <p>Category : Fixed R.....</p> <p>Category : Value R.....</p> <p>Category : Time R.....</p>	
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<b><u>PRELIMINARIES</u></b>				
<b><u>BILL NO. 2</u></b>				
<b><u>OCCUPATIONAL HEALTH AND SAFETY</u></b>				
<b><u>PRICING OF OCCUPATIONAL HEALTH AND SAFETY</u></b>				
The Contractor is to take note of and carefully price all Occupational Health and Safety items listed in the Bill below.				
<b>Note:</b> While every effort has been made with the provisions herein to include <i>inter alia</i> , compliance with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor, the Contractor is to carefull take note of any obvious omissions and duly make provision for these accordingly in their pricing of this section and the relevant Preliminaries item.				
Note: Also refer to the relevant item under Preliminaries in the BOQ document which refers to the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification.				
This Bill must be read in conjunction with the Project Health & Safety Specification attached together with these bills of quantities and reference should be made to this Annexure which forms part of this specification and which items are included in this bills of quantites for pricing purposes.				
<b><u>OCCUPATIONAL HEALTH AND SAFETY</u></b>				
1	Item			
Preparation of the Contractor's site specific Health and Safety Plan including any Covid-19 Management.				
2	Item			
Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations / Disaster Management Act, of 2002.				
3	Months	12		
Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.				
<b><u>Provision of Personal Protective Equipment (PPE) :</u></b>				
4	Item			
Reflective vests.				
5	Item			
Hard hats.				
6	Item			
Protective foot wear.				
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Bill No. 2				
Occupational Health And Safety				

		Unit	Quantity	Rate	Amount
7	Earplugs	Item			
8	Dust masks	Item			
9	Gloves	Item			
10	High visibility overalls to SARTSM Chapter 13 Level 3. All overalls must be orange with EPWP (30 centimetres) letters on the back of the jacket and company logo on the heart pocket.	Item			
11	Ear Defenders SABS approved	Item			
12	Overalls	Item			
13	3 Layer material Face Masks	Item			
14	Face Shields	Item			
15	Latex gloves	Item			
16	Safety Goggles for Screening person	Item			
<b><u>Safety Officers, etc. :</u></b>					
17	Provision of full time Construction Health and Safety Officer registered with SACPCMP	Months	12		
18	Covid-19 Compliance Officer	Months	12		
<b><u>Cost of Medical Certificates and Medical Surveillance :</u></b>					
19	Initial (baseline) medical examinations.	Item			
20	Periodic and exit examinations.	Item			
21	Contractor's charges to allow for handling costs and profit in respect of above sub items for medical examinations.	Item			
22	Screening for Employees with COVID-19 Symptoms	Item			
23	Induction training including Covid-19	Item			
24	Provision of First Aid Boxes to GSR requirements.	Item			
<b><u>Noise Monitoring :</u></b>					
25	Establishment of noise zones (plant)	Item			
26	Audiograms (Personnel)	Item			
<b><u>Health and Safety File :</u></b>					
27	Submission of Health and Safety File	Item			
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	Unit	Quantity	Rate	Amount
<b><u>Additional Covid-19 Requirements (Provisional) :</u></b>				
28 Infra - red scanner - NON CONTACT	Item			
29 Covid-19 Awareness and warning signage	Item			
30 Covid-19 Waste Disposal of contaminated material	Item			
31 Hand sanitizers 70% Alcohol	Item			
32 Sanitizing spraying chemical	Item			
33 Cleaning detergents for COVID-19	Item			
34 Ablutions and latrine facilities made COVID-19 safe	Item			
35 Transport for Construction Site safety for COVID-19	Item			
36 Isolation area for possibly Covid-19 infected persons	Item			
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**OCCUPATIONAL HEALTH AND SAFETY**  
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**PRELIMINARIES**  
**SECTION SUMMARY**

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**SECTION NO. 2**  
**BUILDING WORKS**

**SECTION NO. 2**

**BUILDING WORKS**

**BILL NO. 1**

**EARTHWORKS (PROVISIONAL)**

<u>Key:</u>	<u>Location Description:</u>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.

**Nature of ground:**

The Tenderer must acquaint himself with the nature of the material to be excavated.

The nature of the ground is assumed to be loose fine to medium sandy material, therefore earth, but possibly interspersed with hard rock or soft rock.

In most areas the nature of the ground is assumed to be well compacted filling as a result of platforms created under Bulk Earthworks, therefore 'earth'.

**Subterranean Water:**

No information regarding subterranean water is available. The Tenderer must acquaint himself of the presence and depth of the subterranean water and allow therefore in his price.

The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise.

Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water.

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 Earthworks (provisional)

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		Unit	Quantity	Rate	Amount
<b><u>Carting away of excavated material:</u></b>					
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.					
<b><u>Density Testing :</u></b>					
Prices for filling are to include for all necessary density and other tests.					
Rates of filling, etc shall include for all density and soil type testing to prove that the specified compaction is achieved.					
When additional testing is done on instruction of the Architect/Engineer and these tests are successful, they will be paid for additionally.					
<b><u>EARTHWORKS (PROVISIONAL)</u></b>					
<b><u>EXCAVATION OTHER THAN BULK</u></b>					
<b><u>Excavation in earth not exceeding 2m deep</u></b>					
1	Reduced levels under floors	m <sup>3</sup>	1		
	E 1				
2	Surface trenches.	m <sup>3</sup>	217		
	A 146 B 48 C 14				
	D 7 E 2				
3	Surface trenches for rainwater tank plinths.	m <sup>3</sup>	33		
	A 22 B 11				
4	Holes.	m <sup>3</sup>	104		
	A 20 B 16 C 60				
	D 8				
<b><u>Extra over excavations other than bulk in earth for excavation in:</u></b>					
5	Soft rock.	m <sup>3</sup>	18		
	A 9 B 4 C 4				
	D 1				
6	Hard rock.	m <sup>3</sup>	11		
	A 6 B 2 C 2				
	D 1				
<b><u>Risk of collapse of excavations other than bulk:</u></b>					
7	Sides of trench and hole excavations not exceeding 1,5m deep.	m <sup>2</sup>	853		
	A 531 B 222 C 40				
	D 52 E 8				
8	Sides of trench and hole excavations exceeding 1,5m deep.	m <sup>2</sup>	40		
	C 40				
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Earthworks (provisional)					

			Unit	Quantity	Rate	Amount
<b><u>CARTING AWAY.</u></b>						
<b><u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u></b>						
9	In spoil heaps where directed on site, for later re-use.		m <sup>3</sup>	355		
	A 189 B 75 C 73					
	D 15 E 3					
10	Off site to a dumping site to be found by the Contractor.		m <sup>3</sup>	191		
	A 85 B 43 C 54					
	D 6 E 3					
<b><u>EARTH FILLING, ETC.</u></b>						
<b><u>Filling with selected material from the excavations compacted to a density of at least 93% Mod. AASHTO maximum density:</u></b>						
11	Backfilling to trenches, holes, etc.		m <sup>3</sup>	159		
	A 100 B 30 C 19					
	D 9 E 1					
12	Under surface beds, floors, etc. to rainwater tank plinths.		m <sup>3</sup>	6		
	A 4 B 2					
<b><u>Filling with approved G7 material supplied and carted onto site by the Contractor, compacted to a density of at least 93% Mod. AASHTO maximum density:</u></b>						
13	Under surface beds, floors, etc.		m <sup>3</sup>	63		
	A 42 B 17 C 2					
	D 1 E 1					
14	Under pavings, aprons, etc.		m <sup>3</sup>	25		
	A 22 C 3					
15	Under surface beds, floors, etc. to rainwater tank plinths.		m <sup>3</sup>	3		
	A 2 B 1					
<b><u>Filling with approved G5 material supplied and carted onto site by the Contractor, compacted to a density of at least 95% Mod. AASHTO maximum density:</u></b>						
16	Under surface beds, floors, etc.		m <sup>3</sup>	62		
	A 42 B 17 C 2					
	D 1					
17	Under surface beds, floors, etc. to rainwater tank plinths.		m <sup>3</sup>	3		
	A 2 B 1					
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Earthworks (provisional)						

		Unit	Quantity	Rate	Amount
	<b><u>Coarse river sand filling compacted to 95% Mod. AASHTO maximum density:</u></b>				
18	25mm thick under floors, etc. A 440 B 122 C 64 D 7 E 4	m <sup>2</sup>	637		
	<b><u>Surface Preparation:</u></b>				
19	Trim and level off surface of ground (excavated or filled under this Contract) to receive concrete surface beds, aprons, ramps, etc., including excavating or filling, ripping and scarifying as necessary and compacting the whole area for a depth of 150mm to a density of at least 90% Mod. AASHTO maximum density. A 440 B 122 C 64 D 7 E 4	m <sup>2</sup>	637		
	<b><u>KEEPING EXCAVATIONS FREE OF WATER</u></b>				
	<b><u>Keeping excavations free of water:</u></b>				
20	Allow for keeping excavations free of all water by hand or machinery. It 1	Item			
	<b><u>WEED KILLERS, INSECTICIDES, ETC</u></b>				
	<b><u>Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years:</u></b>				
21	Under floors, aprons, etc., including forming and poisoning shallow furrows against foundation walls, etc., filling in furrows and ramming. A 440 B 122 C 64 D 7 E 4	m <sup>2</sup>	637		
22	To bottoms and sides of trenches, etc. A 646 B 286 C 127 D 63 E 13	m <sup>2</sup>	1 135		
	<b><u>TESTS</u></b>				
	Rates of filling, etc shall include for all density and soil type testing to prove that the specified compaction is achieved. When additional testing is done on instruction of the Architect/Engineer and these tests are successful, they will be paid for additionally.				
	<b><u>Prescribed tests to determine degree of compaction or other properties of ground or filling</u></b>				
23	Modified AASHTO Density test A 31 B 11 C 6 D 2 E 2	No	52		
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**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 2**  
**CONCRETE, FORMWORK AND REINFORCEMENT**

<u>Key:</u>	<u>Location Description:</u>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.

**Cost of Tests:**

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/Engineer. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect/Engineer. (Test cubes are measured separately).

**Formwork:**

Descriptions 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.

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

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 Concrete, Formwork And Reinforcement

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	Unit	Quantity	Rate	Amount
<p>Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described</p> <p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described</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>				
<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>				
<b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
<b><u>15Mpa/19mm Concrete:</u></b>				
1				
Surface blinding under footings and bases. (Provisional).				
	m <sup>3</sup>	14		
A	8	B	3	C
D	1			2
<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
<b><u>25Mpa/19mm Concrete:</u></b>				
2				
Strip footings.				
	m <sup>3</sup>	50		
A	33	B	11	C
D	2	E	1	3
3				
Strip footings to rainwater tank plinths				
	m <sup>3</sup>	9		
A	8	B	1	
4				
Bases.				
	m <sup>3</sup>	12		
A	5	B	4	C
D	2			1
5				
Ground base slab to toilet pit.				
	m <sup>3</sup>	10		
C	10			
6				
Surface beds to rainwater tank plinths bases.				
	m <sup>3</sup>	5		
A	3	B	2	
7				
Surface beds on waterproofing to aprons.				
	m <sup>3</sup>	17		
A	15	C	2	
8				
Surface beds on waterproofing.				
	m <sup>3</sup>	43		
A	25	B	15	C
D	1	E	1	1
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		Unit	Quantity	Rate	Amount
<b><u>ROUGH FORMWORK (DEGREE OF ACCURACY II)</u></b>					
<b><u>Rough Formwork to Sides:</u></b>					
20	Rectangular columns in foundations (Provisional)	m <sup>2</sup>	37		
	A 14 B 11 C 6				
	D 6				
21	Rectangular columns and stub columns	m <sup>2</sup>	79		
	A 30 B 28 C 12				
	D 9				
22	Wall ring beams	m <sup>2</sup>	165		
	A 98 B 25 C 29				
	D 13				
23	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	243		
	A 144 B 43 C 46				
	E 10				
<b><u>Rough formwork to soffits</u></b>					
24	Slabs in bench seats propped up not exceeding 1.5m high	m <sup>2</sup>	4		
	A 4				
25	Slabs propped up exceeding 1.5m and not exceeding 3.5m high	m <sup>2</sup>	6		
	E 6				
<b><u>Rough formwork to sides and soffits</u></b>					
26	Lintol beams propped up exceeding 1,5m and not exceeding 3.5m high	m <sup>2</sup>	14		
	A 9 B 2 C 2				
	D 1				
27	Centre beams propped up exceeding 1,5m and not exceeding 3.5m high	m <sup>2</sup>	12		
	A 12				
<b><u>Permanent formwork to soffits</u></b>					
28	Slabs exceeding 250mm thick over pits propped up not exceeding 1.5m high	m <sup>2</sup>	23		
	C 23				
<b><u>Boxing in rough formwork to form</u></b>					
29	50 x 50mm Chamfers along top or bottom edges. (Provisional).	m	120		
	A 77 B 15 C 19				
	D 9				
30	50 x 50mm Vertical chamfers at corners. (Provisional).	m	85		
	A 18 B 41 C 13				
	D 13				
Carried to Collection					
Section No. 2					
Bill No. 2					
Concrete, Formwork And Reinforcement					

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		Unit	Quantity	Rate	Amount
31	450mm Diameter opening through 255mm thick slab. C 2	No	2		
32	200mm Diameter opening through 255mm thick slab. C 4	No	4		
33	150mm Diameter opening through 255mm thick slab. C 3	No	3		
	<b><u>MOVEMENT JOINTS ETC</u></b>				
	<b><u>Two layers of 3-ply malthoid in slip joints between horizontal concrete and brick surfaces including cement mortar bed.</u></b>				
34	Not exceeding 300mm wide A 84 B 21 C 54 D 10 E 9	m	178		
	<b><u>Isolation joints with 10mm Thick 'Sondor' or equally approved jointex joint between horizontal concrete and brick surfaces</u></b>				
35	10mm Joints not exceeding 300mm high. A 314 B 47 C 41 D 10 E 8	m	420		
	<b><u>Horizontal joggle construction joints through concrete including thick cement slurry or bitumen paint to one face to form bond breaker.</u></b>				
36	Surface beds not exceeding 300mm thick. A 20 B 12 C 13	m	45		
	<b><u>Saw cut joints:</u></b>				
37	3 x 25mm Saw cut joints in top of concrete surface beds to construction joints. A 20 B 12 C 13	m	45		
38	3 x 25mm Saw cut joints in top of concrete surface beds to saw cut joints. A 117 B 37 C 5	m	159		
	<b><u>REINFORCEMENT, ETC. (PROVISIONAL)</u></b>				
	<b><u>Mild steel reinforcement to structural concrete work :</u></b>				
39	Varying diameter mild steel bars A 1,11 B 1,23 C 0,72 D 0,78 E 0,26	Tonnes	4,10		
	<b><u>High tensile steel reinforcement to structural concrete work :</u></b>				
40	Varying diameter high tensile steel bars A 1,13 B 1,23 C 0,72 D 0,78 E 0,26	Tonnes	4,12		
	Carried to Collection				
	Section No. 2				
	Bill No. 2				
	Concrete, Formwork And Reinforcement				
				<b>R</b>	

		Unit	Quantity	Rate	Amount
<b><u>Fabric reinforcement:</u></b>					
41	Mesh Ref. No. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m <sup>2</sup>	206		
	A 175                      B 12                      C 19				
42	Mesh Ref. No. 245 fabric reinforcement in concrete surface beds, slabs, etc.	m <sup>2</sup>	419		
	A 278                      B 115                      C 13				
	D 9                          E 4				
43	Mesh Ref. No. 888 fabric reinforcement in concrete footings, walls, base slabs, etc.	m <sup>2</sup>	119		
	C 119				
Carried to Collection					
Section No. 2					
Bill No. 2					
Concrete, Formwork And Reinforcement					
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**BILL NO. 2**  
**CONCRETE, FORMWORK AND REINFORCEMENT**  
**COLLECTION**

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Section No. 2  
Bill No. 2  
Concrete, Formwork And Reinforcement

	Unit	Quantity	Rate	Amount														
<p><b><u>SECTION NO. 2</u></b></p>																		
<p><b><u>BUILDING WORKS</u></b></p>																		
<p><b><u>BILL NO. 3</u></b></p>																		
<p><b><u>MASONRY</u></b></p>																		
<table border="0"> <tr> <td><b><u>Key:</u></b></td> <td><b><u>Location Description:</u></b></td> </tr> <tr> <td>A</td> <td>Offices &amp; Ablutions</td> </tr> <tr> <td>B</td> <td>Covered Parking</td> </tr> <tr> <td>C</td> <td>VIP Toilets</td> </tr> <tr> <td>D</td> <td>Gate House</td> </tr> <tr> <td>E</td> <td>Borehole Pumpstation</td> </tr> <tr> <td>It</td> <td>Items</td> </tr> </table>	<b><u>Key:</u></b>	<b><u>Location Description:</u></b>	A	Offices & Ablutions	B	Covered Parking	C	VIP Toilets	D	Gate House	E	Borehole Pumpstation	It	Items				
<b><u>Key:</u></b>	<b><u>Location Description:</u></b>																	
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D	Gate House																	
E	Borehole Pumpstation																	
It	Items																	
<p><b><u>PREAMBLES</u></b></p>																		
<p>For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p>																		
<p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p>																		
<p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p>																		
<p><b><u>BRICKWORK</u></b></p>																		
<p><b><u>Cement Mortar</u></b></p>																		
<p>Unless otherwise described, all brickwork shall be built in 1:5 cement mortar</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 and galvanised butterfly wire ties at 5 per square meter.</p>																		
<p>Descriptions of hollow walls to receive concrete filled cavities shall be deemed to include building up brickwork in increments not exceeding 1m high or as otherwise instructed by Engineer, filling cavity with concrete infill, before raising brickwork further.</p>																		
<p>Carried to Collection</p>																		
<p>Section No. 2 Bill No. 3 Masonry</p>																		

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		Unit	Quantity	Rate	Amount
17	230mm Wide reinforcement built in horizontally in foundations. (Provisional).	m	1 615		
	A 976                      B 359                      C 206				
	D 56                        E 18				
18	230mm Wide reinforcement built in horizontally.	m	1 849		
	A 1051                      B 355                      C 308				
	D 73                        E 62				
	<b><u>Turning pieces:</u></b>				
19	220mm Wide turning piece to lintels etc.	m	21		
	A 11                        B 3                        C 5				
	E 2				
	<b><u>Prestressed fabricated concrete lintels including necessary temporary supports :</u></b>				
20	75 x 110mm Lintels in lengths not exceeding 3m	m	29		
	A 27                        E 2				
	<b><u>Galvanised hoop iron cramps, ties, etc:</u></b>				
21	30 x 1,6mm Wall tie 500mm long with one end shot pinned to concrete and other end built into brickwork in foundations	No	210		
	A 90                        B 72                        C 24				
	D 24				
22	30 x 1,6mm Wall tie 500mm long with one end shot pinned to concrete and other end built into brickwork	No	542		
	A 210                      B 192                      C 84				
	D 56				
23	30 x 1,6mm Wall tie 500mm long with one end fixed to timber and other end built into brickwork.	No	192		
	A 128                      C 64				
	<b><u>Air bricks etc</u></b>				
24	229 x 152mm Clay vermin proof air bricks	No	14		
	A 12                        E 2				
	<b><u>FACE BRICKWORK</u></b>				
	<b><u>'Makana' Heritage Satin FBS Clay Perforated face bricks (or equally approved), size 222 x 104 x 72mm, average strength 53.9Mpa, bedded and jointed in Class II mortar and pointed with recessed horizontal and vertical joints :</u></b>				
25	Extra over brickwork for face brickwork internally.	m <sup>2</sup>	668		
	A 402                      B 104                      C 162				
26	Extra over brickwork for face brickwork in foundations (Provisional).	m <sup>2</sup>	41		
	A 21                        B 9                        C 6				
	D 3                        E 2				
	Carried to Collection				
	Section No. 2				
	Bill No. 3				
	Masonry				

		Unit	Quantity	Rate	Amount
27	Extra over brickwork for face brickwork externally. A 206                    B 104                    C 56 D 21                      E 20	m <sup>2</sup>	407		
28	Extra over brickwork for face brickwork externally, but circular on plan A 32	m <sup>2</sup>	32		
29	Extra over brickwork for face brickwork to rainwater tank plinths, externally. A 23                      B 11	m <sup>2</sup>	34		
30	Extra over brickwork for brick-on-edge header course lintel pointed on face and 110mm soffit. A 11                      B 3                      C 5 E 2	m	21		
31	Extra over face brickwork with battered/oversailing face for face brickwork with alternate courses slightly projecting per course to form patterned feature wall. A 48                      B 73                      C 13 D 2	m <sup>2</sup>	136		
32	Fair circular cutting A 90                      B 24                      C 8 D 8	m	130		
	<b><u>FACE BRICKWORK COPINGS, SILLS, ETC.</u></b> <b><u>Brick-on-edge header course copings, sills, etc of Selected Face Bricks as before, except Solid for Cill edges, pointed with recessed joints on all exposed faces:</u></b>				
33	75mm Wide sill set sloping and slightly projecting with solid face brick to edges. A 35                      B 5                      C 6 D 4	m	50		
	<b><u>NUTEC-CEMENT/FIBRE-CEMENT WINDOW SILLS</u></b> <b><u>'Everite Nutec' (or equally approved) window sills in single lengths not exceeding 3.6m, bedded in class I mortar including fixing lugs screwed to underside with self tapping screws:</u></b>				
34	15 x 150mm Wide sills set flat and slightly projecting internally. (Provisional). A 35                      B 5                      C 6 D 4	m	50		
	Carried to Collection				
	Section No. 2 Bill No. 3 Masonry				
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**BILL NO. 3**  
**MASONRY**  
**COLLECTION**

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Section No. 2  
Bill No. 3  
Masonry

**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 4**  
**WATERPROOFING**

<b><u>Key:</u></b>	<b><u>Location Description:</u></b>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

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**Waterproofing**

Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs

Waterproofing is to be laid in strict accordance with the manufacturers Code of Practice and by an Approved Contractor.

Preparation of substrata:

Screeded roof surfaces shall be firm, dry and clean. Corners shall be coved or arris rounded. All surfaces to receive waterproofing are to be fully primed with a solvent based bitumen primer.

Timber boarded roof surfaces shall be dry, clean and even. All internal angles are to receive a timber triangular fillet. Corners and edges shall be arris rounded.

Unit	Quantity	Rate	Amount
Carried to Collection			
		<b>R</b>	

Section No. 2  
Bill No. 4  
Waterproofing

		Unit	Quantity	Rate	Amount
<b><u>DAMPPROOFING OF WALLS AND FLOORS</u></b>					
<b><u>One layer of 375 micron Consol Plastics Brikgrip DPC embossed damp proof course:</u></b>					
1	In walls.	m <sup>2</sup>	65		
	A 40                      B 10                      C 10				
	D 3                        E 2				
<b><u>One layer of 250 micron Consol Plastics Gunplas USB Green waterproof sheeting sealed at laps with Gunplas Pressure Sensitive Tape:</u></b>					
2	Under surface beds, aprons, etc.	m <sup>2</sup>	607		
	A 425                      B 115                      C 54				
	D 9                        E 4				
3	Under surface beds at rainwater tank plinths.	m <sup>2</sup>	36		
	A 24                      B 12				
<b><u>WATERPROOFING TO VIP TOILET PIT WALLS</u></b>					
<b><u>abe Duraslurry or equally approved single component cementitious waterproofing slurry mixed and applied strictly in accordance with the recommendations of abe Construction Chemicals.</u></b>					
4	On plastered wall surfaces to pits including 100mm overlap at the base slab.	m <sup>2</sup>	29		
	C 29				
<b><u>WATERPROOFING TO ROOFS ETC</u></b>					
<b><u>'ABE Dura flex' or equally approved liquid application with ecofelt. All surfaces to be free from oil, grease, wax, dirt or any other form of foreign matter that might affect adhesion. Mix using a mechanical mixer until homogeneous and free of lumps. Apply three coats dura.@flex with alternate coats at right angles to each other using a brush, squeegee, trowel or spray with an overcoating time of 16 hours, all in accordance with manufacturer's recommendations.</u></b>					
5	On concrete roof slabs.	m <sup>2</sup>	10		
	E 10				
<b><u>JOINT SEALANTS ETC</u></b>					
<b><u>Approved silicone or equally approved sealing compound :</u></b>					
6	In pointing joints around frames and face brick walls externally.	m	212		
	A 152                      B 13                      C 33				
	D 11                        E 3				
				Carried to Collection	R
Section No. 2					
Bill No. 4					
Waterproofing					

			Unit	Quantity	Rate	Amount
<b><u>Approved two-part polysulphide sealing compound including backing cord, bond breaker, primer, etc</u></b>						
7	3 x 25mm In saw cut joints in floors.			m	204	
	A	137	B	49	C	18
8	10 x 10mm In isolation expansion joints in floors including raking out expansion joint filler as necessary.			m	420	
	A	314	B	47	C	41
	D	10	E	8		
9	10 x 10mm In vertical expansion joints including raking out expansion joint filler as necessary			m	236	
	A	131	B	61	C	26
	D	18				
Carried to Collection						
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Waterproofing						



**BILL NO. 4**  
**WATERPROOFING**  
**COLLECTION**

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**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 5**  
**ROOF COVERINGS**

<b><u>Key:</u></b>	<b><u>Location Description:</u></b>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

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**PROFILED METAL SHEETING AND ACCESSORIES**

**Notes:**

The following roof sheeting systems are to be manufactured and/or supplied and installed in strict accordance with the Manufacturer's and/or Supplier's specifications.

Fixing of all roof sheeting is to be in accordance with the Manufacturer's approved Instruction Book.

**Sheeting :**

The roof sheeting shall be interlocking concealed-fix roll-formed in continuous lengths and cut to length by a pneumatic cut-off process from certified Galvanised 0.58mm steel. Galvanized steel shall be certified and comply with ASTM A 653 SG 550 (3T) and be finished as described. A certificate verifying compliance shall be issued by the manufacturer. The profile shall be roll-formed with three ribs at centres not exceeding 203mm and a cover width not exceeding 406mm. These will include a male and a female rib. When interlocked, the minimum sheet depth shall be 48mm. Each trough shall incorporate two stiffener ribs.

Carried to Collection

Section No. 2  
 Bill No. 5  
 Roof Coverings

Unit	Quantity	Rate	Amount
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R

	Unit	Quantity	Rate	Amount
<p>Contractor to ensure that the roof sheeting is to be turned up at ridges to form a dam and turned down at gutters to form a drip. Ensure that the female overlap is not facing in the direction of the prevailing wind and ensure that overlapping sheets are positively locked into position.</p> <p><b>Fixing :</b></p> <p>The sheets shall be fixed to every purlin by means of patented D1 Starting clips, D2 Duplex clips and D3 Finishing clips which will securely hold the sheets in position and lock-in both the sidelap and centre rib. The D1, D2 and D3 clips shall be manufactured from Galvanized steel and shall be fixed to the steel purlin with the appropriate self-drilling/tapping screws or with ZAP no 10x45mm Waferhead screws type 17 to timber purlins.</p> <p><b>Flashings :</b></p> <p>Flashings specifications shall be to the manufacturers standards and fixed to the sheeting with S1 brackets or, sliding brackets at apex where roof sheets are 30m or longer, to obviate any direct fixing perforations. Prior to flashings being fixed, all troughs at the apex shall be stop-ended to the full depth of the sheet in order to prevent any penetration of wind-driven water. The trough shall be lipped at the eaves end to form a drip. Transverse flashing flanges shall be notched to the sheet profile where necessary. All these operations must be performed with special tools available from the manufacturer.</p> <p><b>Erection, safety, handling and storage:</b></p> <p>Every precaution shall be taken to prevent damage to roof sheets, cladding, etc., during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way, shall be replaced.</p> <p>Care shall be taken to ensure that no sheeting or flashing will be cut with abrasive disc on roof surfaces in order to prevent steel particles from penetrating coated surfaces.</p> <p>Sheetings should be suitably supported, clear of the ground, under well ventilated cover, away from risk of damage from building operations, contact with cement, dust, lime and abrasive dust, until required to be installed.</p>				
Carried to Collection				R
<p>Section No. 2                  Bill No. 5                  Roof Coverings</p>				

	Unit	Quantity	Rate	Amount
<p>The contractor shall exercise special care when handling long length sheeting, particularly in windy conditions. Should work be interrupted for any reason, all loose sheeting and incomplete sections must be adequately secured against possible movement by wind and gravity.</p> <p>The contractor shall ensure that all materials used on site for roofing/cladding, etc are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction.</p> <p><b><u>Protrusion through sheeted surfaces :</u></b></p> <p>Protrusions such as pipes, ducts and the like, shall be adequately flashed where they pass through the sheeting surface. Where ribs have to be cut away to permit penetration, additional framing is to be installed as required to support the sheeting. Depending on the position of the penetration through the roof, special attention shall be given to back flashing the sheeting to the ridge or point of water entry. In all cases, all cutting and flashings shall be so arranged that adequate provision is made for the drainage of all troughs and corrugations.</p> <p><b><u>Guarantee :</u></b></p> <p>The manufacturer shall comply with ISO 9001:2008 Quality Management System. The standing seam concealed fix 406 sheeting shall be laid in strict accordance with the manufacturer's specifications by an approved contractor.</p> <p>A written and approved five year guarantee of site-workmanship and watertightness shall be issued after final inspection and approval of concealed-fix roofing, cladding, etc., by the Manufacturer on condition that the sheeting was laid by an approved contractor.</p> <p><b><u>Cleaning of roof, etc:</u></b></p> <p>All debris, swarf, etc. arising from the fixing of the cladding shall be removed from the sheeting as the fixing progresses. In addition, off-cuts of insulation, surplus fasteners and sealants, mandrels from pop rivets, off-cuts of flashings and sheeting, surplus flashing, food packaging, cartons, bottles, cans, etc shall not be left on the roof or in the gutters.</p> <p>Care shall be taken to ensure that no such material enters, blocks or partially impedes the flow of water into the outlets, down pipes, etc.</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 2                      Bill No. 5                      Roof Coverings</p>			R	

	Unit	Quantity	Rate	Amount
<p><b><u>'Global Roofing Solutions' 0.58mm Thick 406mm cover Klip-Lok 406 profile (or equally approved) Chromadek Z200 spelter ISQ550 ArcelorMittal brand C1/C2 low corrosion risk, profiled steel roofing sheets in single lengths with Dove Grey colour finish on top side and standard Pebble Grey backing coat finish on reverse side, fixed to steel intermediate purlins at max 2500mm centres and eaves and ridge purlins at max 2100mm centres using KL65 clips fixed with 10No. 16 x 16mm long self drilling wafer head PH2 screws, No. 3 drill point fasteners, all in accordance with the manufacturers specifications and recommendations.</u></b></p> <p>1 Curved roof covering, circular on elevation.</p> <p>A 334                      B 151                      C 42 D 34</p>	m <sup>2</sup>	561		
<p><b><u>'Global Roofing Solutions' 0,80mm Thick to suit Klip-Lok 406 profile (or equally approved) galvanised steel Z200 steel sheet accessories to preceding roof coverings roll-formed in continuous lengths with Chromadek Dove Grey colour one side and standard Pebble Grey backing coat to other side and fitted in strict accordance with manufacturers specifications and recommendations.</u></b></p> <p>2 Gable trim/Barge flash 550mm girth, 3 times bent, curved and circular on elevation.</p> <p>A 19                      B 48                      C 9 D 20</p>	m	96		
<p>3 Valley gutters 610mm girth.</p> <p>B 19                      D 3</p> <p><b><u>TRANSLUCENT CANOPY SYSTEM</u></b></p> <p><b><u>'VELUX' Commercial Horizon C-Series Translucent Canopy System:</u></b></p> <p>4 C-Series Translucent Canopy System, 20mm standing seem multiwall polycarbonate panels in equal lengths to suite total roof length required and protruding approximately 1500mm from side wall of building. Polycarbonate panels to be concealed fixed to FEVE powder-coated supports to the two sides of the building, with frame colour 'Bone White' and panel glazing 'Opal (translucent), all as per manufacturers details and specifications, with shop drawings provided by the contractor prior to manufacture for approval of the Architect. (Refer to Architects Tender Drawing GH-TD-300 Office &amp; Ablutions for reference). (Provisional).</p> <p>A 65</p>	m	65		
Carried to Collection				<b>R</b>
Section No. 2				
Bill No. 5				
Roof Coverings				

**ROOF AND WALL INSULATION**

**65mm Thick 'Lamdaboard' or equally approved closed cell polyisocyanurate insulation foam core rigid board with White mineral facing on one side, with board widths of 1220mm, board thickness of 65mm, board facing White Mineral, Core density 34kg/m3 and an R-value of 2.71m2 K/W.**

5 Curved Insulation boarding in 1220mm widths fixed between purlins concurrent with curved roof covering using fasteners approved by the manufacturer and including holes through boards, etc., all in accordance with the manufacturers recommendations.

A 299                      B 29                      C 31  
 D 11

Unit	Quantity	Rate	Amount
m <sup>2</sup>	370		
Carried to Collection			
			<b>R</b>



	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 2</u></b> <b><u>BUILDING WORKS</u></b> <b><u>BILL NO. 6</u></b> <b><u>CARPENTRY AND JOINERY</u></b></p> <p><b><u>Key:</u></b>                      <b><u>Location Description:</u></b>  A                                  Offices &amp; Ablutions  B                                  Covered Parking  C                                  VIP Toilets  D                                  Gate House  E                                  Borehole Pumpstation  It                                  Items</p>				
<p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p> <p><b><u>Particle board:</u></b></p> <p>Particle board shall comply with the following specifications: a) SANS 1300 Particle board: exterior and flooring type b) SANS 1301 Particle board: interior type.</p> <p><b><u>Joinery:</u></b></p> <p>Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc.</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.</p> <p><b><u>Fixing:</u></b></p> <p>Items described as nailed shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.</p> <p>Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere.</p> <p><b><u>General :</u></b></p> <p>All glazing to timber doors or frames is elsewhere measured.</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 2 Bill No. 6 Carpentry And Joinery</p>			R	



	Unit	Quantity	Rate	Amount
<p>All factory timber doors are to be pre-treated with a linseed oil based transit stabilizing sealer.</p> <p><b><u>EAVES, VERGES, ETC</u></b></p> <p><b><u>Fibre Cement medium density plain ungrooved fascia boards:</u></b></p>				
1	m	121		
<p>10 x 225mm Plain fascia boards, including PVC H-profile jointing strips and corner jointers, twice screwed on with 12x40mm countersunk brass screws at 900mm centres.</p> <p>A 69                      B 19                      C 20 D 13</p> <p><b><u>SKIRTINGS</u></b></p> <p><b><u>'Swartland Hardwood' or equally approved</u></b></p>				
2	m	184		
<p>22 x 70mm Standard skirting (Code SSK), plugged and countersunk screwed and pelleted to walls.</p> <p>A 175                      D 9</p> <p><b><u>WROUGHT HARDWOOD DOORS, ETC.</u></b></p> <p>All glazing is elsewhere measured.</p> <p>All doors are to be pre-treated with a linseed oil based transit stabilizing sealer.</p> <p><b><u>'Swartland Winsters' (or equally approved) 5 Year Guarantee Hardwood Doors hung to timber frames:</u></b></p>				
3	No	15		
<p>40mm Type PD60 Narrow Horizontal slatted hardwood semi-exterior door, size 813 x 2032mm high. (See Architects Door Schedule - D03 &amp; D04).</p> <p>A 12                      C 3</p>				
4	No	1		
<p>40mm Thick horizontal grooved heavy duty hardwood semi-exterior door with exposed edges, size 913 x 2032mm high. (See Architects Door Schedule - D06).</p> <p>C 1</p>				
5	No	4		
<p>40mm Type PD1/FB Framed ledged &amp; battened flush back hardwood semi-exterior door, size 813 x 2032mm high. (See Architects Door Schedule - D05).</p> <p>C 4</p>				
6	No	5		
<p>Extra over for 500 x 300mm high framed opening in slatted doors for aluminium louvre unit (louvre unit elsewhere measured). (Provisional).</p> <p>A 2                      C 3</p> <p><b><u>FRAMED FRAMES ETC</u></b></p> <p>All door frame profiles are to be manufactured according to SABS specification No. 1129 of 1977.</p> <p>All door frames are to be pre-treated with a linseed oil based transit stabilizing sealer.</p>				
Carried to Collection				
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Carpentry And Joinery				

		Unit	Quantity	Rate	Amount
	<b><u>'Swartland Winsters' (or equally approved) 5 Year Guarantee Hardwood timber door frames constructed from solid laminated wood and fitted with and including composite gaskets to prevent drafts :</u></b>				
7	90 x 70mm Rebated door frame with 40mm rebate, size 900 x 2100mm high, plugged and screwed to wall.	No	19		
	A 12 C 7				
8	90 x 70mm Rebated door frame with 40mm rebate, size 1000 x 2100mm high, plugged and screwed to wall.	No	1		
	C 1				
	<b><u>BEADS, ARCHITRAVES, SILLS, ETC</u></b>				
	<b><u>Wrought meranti:</u></b>				
9	19mm Quadrant beads	m	204		
	A 122 C 82				
10	44 x 44mm Rebated, splayed and grooved weather boards, fixed to external doors, including grooves in doors.	m	4		
	A 2 C 2				
	<b><u>NOTICE BOARDS, PINNING BOARDS, WRITING BOARDS, KEYBOARDS, DUCKBOARDS, ETC</u></b>				
	<b><u>"Parrot", or similar approved bulletin boards with carpet and anodised aluminium frame.</u></b>				
11	Pinning/bulletin board size 900 x 600mm high plugged to walls. (Provisional).	No	7		
	A 6 D 1				
12	Pinning/bulletin board size 1200 x 1000mm high plugged to walls. (Provisional).	No	4		
	A 4				
	Carried to Collection				
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	Carpentry And Joinery				
	60				

R

	Unit	Quantity	Rate	Amount
<p><b><u>STORAGE SHELVING, ETC.</u></b></p> <p><b><u>Supply and fit wall mounted timber and steel shelving complete, consisting of 1820mm long wall bands (code WB1820) with standard epoxy powder coated finish fitted vertically at approximately 670mm centres, fitted as per manufacturers specifications, complete with heavy duty brackets (code WBR 300) for wood shelves and fit six (6) rows of 22mm thick x 380mm wide SAP Lamboard Laminated pine shelving with and including preparation and finish with two coats high quality polyurethane varnish, sanding lightly between coats and shelves screwed to brackets from below :</u></b></p>				
13	m	10		
<p>Steel shelving with six rows of 22mm x 380mm wide laminated SAP timber board shelving on wall bands and brackets, approximately 1916mm high, including finish, fixed to walls. (Provisional).</p> <p>A 10</p> <p><b><u>JOINERY FITTINGS: CUPBOARDS TO KITCHENS, BATHROOM VANITIES, ETC</u></b></p> <p><b><u>General:</u></b></p> <p>The following cupboard fittings are given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, paint or varnish finishes, etc Prices are to include for all necessary filler pieces against walls etc</p> <p>The joinery fittings are deemed to include clear silicone sealant along all the edges between the tiles/wall and the counter tops and around the edge of the sinks where applicable.</p> <p>References given in descriptions refer to the respective types of fittings indicated on the Architect's drawings Annexed to these bills of quantities for tender purposes.</p>				
Carried to Collection				
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Carpentry And Joinery				
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	Unit	Quantity	Rate	Amount
<b><u>Allow the following PC Prime Cost Amounts for the various buildings, for the Manufacture, Supply and Installation of Joinery Fittings such as Kitchen Sink Cupboard, Bathroom Vanities, Built in Cupboards, etc complete, by Specialist Sub-Contractor, including joinery fittings, ironmongery, finish, etc, as follows:</u></b>				
14				
Allow the PC Prime Cost Amount of R 50 000.00 ( Fifty Thousand Rands ) for the Kitchenette Sink Unit, Bathroom Vanities and Storeroom Cupboards to the Main Office & Ablution Building, complete.				
	No	1		
A	1			
15				
Profit & Attendance on above item.				
	No	1		
A	1			
16				
Allow the PC Prime Cost Amount of R 10 000.00 ( Ten Thousand Rands ) for the Countertop to the Gatehouse Building, complete.				
	No	1		
D	1			
17				
Profit & Attendance on above item.				
	No	1		
D	1			
Carried to Collection				
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**SECTION NO. 2**

**BUILDING WORKS**

**BILL NO. 7**

**CEILING PARTITIONS AND ACCESS FLOORING**

<u>Key:</u>	<u>Location Description:</u>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.

**CEILING PARTITIONS AND ACCESS FLOORING**

**Ceilings :**

Unless otherwise described ceilings shall be deemed to be horizontal.

**Fixing :**

Items described as nailed shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete

Items described as plugged and screwed shall be deemed to include screwing to fibre, plastic or metal plugs at centres not exceeding 600mm, and where described as bolted the bolts have been given elsewhere.

**Steel components :**

All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS 121

**Descriptions:**

Boards must be stacked on a level surface in a dry place on a timber platform. Boards must be carried on edge.

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Bill No. 7

Ceilings Partitions And Access Flooring

Unit	Quantity	Rate	Amount
			R

	Unit	Quantity	Rate	Amount
<p>'Nutec' ceiling boards shall be secured to timber brandering with 32 x 2.5mm galvanized serrated nails at centres not exceeding 150mm.</p> <p>Skimming of plasterboard ceilings must be plastered the same day that the plasterboard has been erected.</p> <p><b><u>SUSPENDED CEILINGS</u></b></p> <p>Proprietary suspended ceilings, hangers, suspension grids, lay-in panels, etc are to be strictly in accordance with the manufacturers' recommendations.</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>Skimmed Ceiling System with Concealed Ceiling Grid :</u></b></p> <p><b><u>1 Layer Gyproc RhinoBoard® 12.5mm fixed to Gypframe, (or equally approved). UltraSTEEL® Brandering installed at maximum 600mm centres. Fix Gyproc RhinoBoard® using Gyproc Sharp-point Screws 25mm at maximum 150mm centres. All joints shall be staggered. Apply Gyproc RhinoTape® to all joints and skim the entire ceiling using Gyproc RhinoLite® CreteStone® to a smooth polished surface. Ceiling grid consisting of Gyproc Suspension Brackets fixed to tie beam/joist using one line of 2 Gyproc Sharp-point Screws 35mm. Install Gyproc Galvanised Steel Angle 25mm x 25mm at ceiling level to the wall running perpendicular to the direction of steel brandering. Install Gypframe. UltraSTEEL® Brandering onto the suspension brackets. Fix steel brandering to the galvanised steel angle using Gyproc Wafer-head Tek Screws 13mm. Gyproc RhinoArt Cornice (elsewhere measured).</u></b></p>				
1	m <sup>2</sup>	198		
<p>Ceilings suspended exceeding 1m not exceeding 2m below steel purlins at 1500mm centres and steel trusses at 5.5m centres.</p> <p>A 165 C 26 D 7</p> <p><b><u>Cornices, perimeter trims, etc to suspended ceilings :</u></b></p>				
2	m	283		
<p>75mm Gyproc Rhino cove cornice fixed using Gyproc RhinoArt adhesive, (or equally approved).</p> <p>A 202 C 71 D 10</p>				
			Carried to Collection	R
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	Unit	Quantity	Rate	Amount
<b><u>ACOUSTIC BI-STACKABLE PARTITIONS</u></b>				
<b><u>Acoustic operable bi-stackable partition comprising paired panels with a STC rating of 44dB, to suite opening size stated, with a single pass door, panels covered with veneer finish including necessary top and bottom seals, interlocking vertical seals, adjustable jambs and powder coated aluminium (colour later by Architect), frames suspended on and including track with all necessary suspension system components and acoustic baffle to specified STC class of the panels and fitted to overhead concrete beam:</u></b>				
3	No	1		
A 1				
<b><u>TOILET CUBICLES AND PARTITIONS</u></b>				
<b><u>Supply and install 'Cubical Solutions' Cube Standard (or equally approved) toilet cubicle comprising 12mm colour Charcoal compact high pressure laminate, with partition size 1800 x 1920mm high, wall panel size 125 x 1920mm high and mid panel size 250 x 1920mm high with partitions supported by powder coated aluminium head rail (Code: CSH/allu/1), 48mm diameter x 170mm high grade 304 stainless steel adjustable supporting feet (Code: CSSF01/304/13) plugged and screwed to floor and fixed into position by means of grade 304 stainless steel wall mounting brackets plugged and screwed to walls. Partition doors: 740 x 1780mm high door including standard ironmongery, comprising, rise and fall butt hinge, grade 316 door indicator, grade 304 stainless steel hat &amp; coat hooks with buffer stopper, washroom equipment grade 304 stainless steel three roll toilet roll holder.</u></b>				
4	No	5		
A 5				
5	No	5		
A 5				
6	No	5		
A 5				
7	No	6		
A 6				
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**CEILINGS PARTITIONS AND ACCESS FLOORING**  
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**SECTION NO. 2**

**BUILDING WORKS**

**BILL NO. 8**

**FLOOR COVERINGS, WALL LININGS, ETC**

<u>Key:</u>	<u>Location Description:</u>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.

**Fixing**

Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc

**VINYL FLOOR COVERINGS, WALL LININGS, ETC.**

The following floor coverings, wall linings, etc. Are to be manufactured and/or supplied by manufacturer as specified and installed in strict accordance with the Manufacturer's and/or Supplier's instructions and specifications.

Unit	Quantity	Rate	Amount
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Section No. 2  
 Bill No. 8  
 Floor Coverings, Wall Linings, Etc

	Unit	Quantity	Rate	Amount
<b><u>Vinyl Floor Coverings and Wall Linings :</u></b>				
<b><u>Polyflor 2.0mm thick Palettone PUR Homogeneous vinyl floor sheeting colour 'Faded Denium' (Colour code: 8613), (or equally approved), laid in an approved acrylic adhesive spread with a notched trowel on suitably prepared cement screed (elsewhere measured) with a hygrometer reading showing a moisture content of less than 70%, with joints welded with a fully flexible coloured Polyflor welding rod to provide a smooth, hygienic sealed finish and rolled with 68kg articulated floor roller, all in accordance with manufacturer's recommendations.</u></b>				
1	m <sup>2</sup>	195		
On floors. A 188 D 7				
<b><u>POLISH, SEALERS, ETC</u></b>				
<b><u>Polish, sealers, etc :</u></b>				
2	m <sup>2</sup>	195		
Clean down and apply 2 coats approved polish sealer on vinyl flooring, all to manufacturers recommendations. (Provisional). A 188 D 7				
<b><u>MATS (PROVISIONAL)</u></b>				
<b><u>'Mat-lok Aluguard' or equally approved single sided barrier mat :</u></b>				
3	No	4		
Door mat size 1800 x 1200 x 12mm gauge, heel-proof, closed construction barrier mat consisting of electrostatic, buffed-nylon tyre-rubber strips, inserted and fixed into modular natural anodised aluminium scraper sections, fixed with nail-in-anchors in sunken AMF31/31 aluminium mat surround (elsewhere measured). (Provisional) A 4				
<b><u>'Decramat' or equally approved Mat-well Frame :</u></b>				
4	No	4		
Mat surround size 1800 x 1200mm formed of natural anodised aluminium pre-formed matwell frame AMF31/31, complete with mitred edges and corner connectors, bedded into screed. (Provisional) A 4				
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Floor Coverings, Wall Linings, Etc				

**BILL NO. 8**  
**FLOOR COVERINGS, WALL LININGS, ETC**  
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Bill No. 8  
Floor Coverings, Wall Linings, Etc

	Unit	Quantity	Rate	Amount
<p><b>SECTION NO. 2</b></p> <p><b>BUILDING WORKS</b></p> <p><b>BILL NO. 9</b></p> <p><b>IRONMONGERY</b></p> <p><b>Key: Location Description:</b></p> <p>A Offices &amp; Ablutions</p> <p>B Covered Parking</p> <p>C VIP Toilets</p> <p>D Gate House</p> <p>E Borehole Pumpstation</p> <p>It Items</p> <p><b>PREAMBLES</b></p> <p>For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p> <p><b>SUPPLEMENTARY PREAMBLES</b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p> <p><b>Finishes to ironmongery:</b></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered : CH Chromium plated : SC Satin chromium plated : SE Silver enamelled : GE Grey enamelled : AS Anodised silver : AB Anodised bronze : AG Anodised gold : ABL Anodised black : PB Polished brass : PL Polished and lacquered : PT Epoxy coated.</p> <p><b>Fixing:</b></p> <p>Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs in brickwork or concrete.</p> <p><b>HINGES, FLOOR SPRING HINGES, BOLTS, PANIC BOLTS, ETC</b></p> <p><b>Approved hinges, floor springs, bolts, panic bolts, etc.:</b></p>				
1		DBB-SS-009 102x75x3mm Stainless steel two ball bearing butt hinge.	No	60
	A	36	C	24
Carried to Collection				<b>R</b>
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Ironmongery				

	Unit	Quantity	Rate	Amount
<b><u>LOCKS, HANDLES, FLUSH PULLS, DOOR CLOSERS, ETC.</u></b>				
<b><u>Allow the following Budgetary Cost Allowance Amounts for the various buildings, for the Supply, Delivery and Installation of Ironmongery - Locks and Handles, etc, complete per building, as follows:</u></b>				
2	No			50 000 00
Allow the Budgetary Allowance Amount of R 50 000.00 ( Fifty Thousand Rands ) for the Main Office & Ablution Building, complete.				
A 1				
3	No			20 000 00
Allow the Budgetary Allowance Amount of R 20 000.00 ( Twenty Thousand Rands ) for the VIP Toilet Block Building, complete.				
C 1				
<b><u>CATCHES, CABIN HOOKS, ETC</u></b>				
<b><u>Catches, cabin hooks, etc</u></b>				
4	No	11		
200mm 166 SC on brass cabin hook and eye, fixed to and including 100 x 100 x 75mm thick meranti block with chamfered edges, finished with and including clear varnish and twice bolted to wall with and including 6 x 80mm Rawlbolts.				
A 8 C 3				
<b><u>PUSH PLATES AND KICKING PLATES</u></b>				
<b><u>Push plates and kick plates :</u></b>				
5	No	5		
DPP-430-BL-SF 150x300 - Grade 430 Brushed stainless steel blank push plate size 150mm x 300mm x 1,2mm thick, drilled and countersunk for stainless steel screw fixing to doors.				
A 2 C 3				
6	No	10		
DKP-430-SF 200 - Grade 430 Brushed stainless steel kick plate 200mm x 813mm x 1,2mm thick, finished size to be checked on site, drilled and countersunk for stainless steel screw fixing to doors.				
A 4 C 6				
<b><u>LETTERS, NAMEPLATES, ETC.</u></b>				
<b><u>Door Signage:</u></b>				
7	No	2		
DSS-130M "MALE" stainless steel information sign size 150x150mm, fixed to doors with stainless steel self tapping screws.				
A 1 C 1				
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Ironmongery				

		Unit	Quantity	Rate	Amount
8	DSS-131F "FEMALE" stainless steel information sign size 150x150mm, fixed to doors with stainless steel self tapping screws. A 1 C 1	No	2		
9	DSS-133P "DISABLED PERSONS" stainless steel information sign size 150x150mm, fixed to doors with stainless steel self tapping screws. C 1	No	1		
<b><u>PHOTOLUMINESCENT SIGNS</u></b>					
<b><u>SABS approved wall mounted / Ceiling mounted emergency photoluminescent statutory fire signs to SANS 1186, size 290 x 290mm, Framed and Single Sided :</u></b>					
10	290 x 290mm 'NO SMOKING' natural anodised sign with one pictogram fixed to wall. A 2 B 1 C 1	No	4		
11	290 x 290mm 'EXIT' photo luminescent sign, with one pictogram, single sided, framed and wall mounted. A 6	No	6		
12	380 x 290mm 'FIRE EXIT - KEEP CLEAR' photo luminescent sign, with one pictogram, single sided, framed and wall mounted. A 6	No	6		
13	580 x 290mm 'RUNNING MAN & DOWNWARD ARROW' photo luminescent sign, with two pictograms, single sided, framed and wall mounted. A 2	No	2		
14	580 x 290mm 'RUNNING MAN & SIDEWARD ARROW LEFT' photo luminescent sign, with two pictograms, single sided, framed and wall mounted. A 1	No	1		
15	580 x 290mm 'RUNNING MAN & SIDEWARD ARROW RIGHT' photo luminescent sign, with two pictograms, single sided, framed and wall mounted. A 1	No	1		
16	580 x 290mm 'FIRE EXTINGUISHER & DOWNWARD ARROW' photo luminescent sign, with two pictograms, single sided, framed and wall mounted. A 4 B 1 D 1	No	6		
17	870 x 290mm 'FIRE HOSE REEL, EXTINGUISHER & DOWNWARD ARROW' photo luminescent sign, with three pictograms, single sided, framed and wall mounted. A 1	No	1		
				<b>R</b>	
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		Unit	Quantity	Rate	Amount
18	190 x 190mm 'ELECTRIC SHOCK HAZARD (EL1)' brushed stainless steel sign, with one pictogram, single sided, mounted to wall above DB board and other electrical hazards. A 1 <b><u>Signarama or equally approved ceiling mounted suspended double sided signs with curv display, finished in silver anodised aluminium with convex frame, silver anodised aluminium end caps and clear non glare lens, supplied and installed to manufacturers specifications and instructions.</u></b>	No	1		
19	1000 x 200mm High 'RESTROOMS' Sign with three pictograms (Male & Female) A 1 <b><u>BATHROOM FITTINGS</u></b> <b><u>Bathroom Fittings:</u></b>	No	1		
20	'Franke' or equally approved Stratos STRX672 1.2/1.5mm thick Satin finished stainless steel double toilet roll dispenser (Code: 2120044), size 156 x 141 x 303mm high for 2 rolls maximum 108mm diameter with spindle system and cylinder lock with standard Franke key, plugged and screwed to wall with stainless steel screws. A 6 C 4	No	10		
21	'Franke' or equally approved Stratos STRX625 1.2/1.5mm thick satin finished stainless steel soap dispenser (Code:2120043), size 120 x 126 x 303mm, plugged and screwed to wall with stainless steel screws. A 2 C 3	No	5		
22	'Franke' or equally approved Stratos STRX600 1.2/1.5mm thick Satin finished stainless steel paper towel dispenser (Code: 2120038), size 300 x 134 x 305mm high with a capacity of 300-400 towels and cylinder lock with standard Franke key, plugged and screwed to wall with stainless steel screws. A 2 C 3	No	5		
23	'Franke' or equally approved Stratos STRX611 1.2/1.5mm thick Satin finished stainless steel sanitary towel disposal bin (Code: 2120050), size 205 x 134 x 305mm high with capacity of 3,8 litres, plugged and screwed to wall with stainless steel screws. A 4 C 3	No	7		
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		Unit	Quantity	Rate	Amount
24	'Franke' or equally approved Stratos STRX605 1.2/1.5mm thick Satin finished stainless steel waste bin (Code: 2120048), size 300 x 270 x 520mm high with capacity of 34 litres and cylinder lock with standard Franke key, plugged and screwed to wall with stainless steel screws. A 2 C 3	No	5		
25	'Franke' or equally approved M600HD 8mm Mirrors (Code: 2120080), size 600 x 500mm high with sealed thief resistant fixings, plugged and screwed to wall with stainless steel screws. A 4 C 3	No	7		
<b><u>Grab Rails:</u></b>					
26	'Franke' CNTX700A or equally approved 32mm Diameter Grade 304 18/10 stainless steel angle bar (Code: 2510007), size 256 x 618 x 95mm with Franke fine grip surface, plugged and screwed to walls with stainless steel screws and dowels. C 1	No	1		
27	'Franke' CNTXBR or equally approved 32mm Diameter Grade 304 18/10 stainless steel cistern & flush valve back rail (Code: 2510014), size 750 x 260mm with Franke fine grip surface, plugged and screwed to walls with stainless steel screws and dowels. C 1	No	1		
<b><u>SUNDRIES</u></b>					
<b><u>Approved door stops, coat hooks, etc. :</u></b>					
28	DDS-SS-017 Stainless steel floor mounted door stop plugged. A 18 C 8 D 1	No	27		
<b><u>VENETIAN BLINDS (PROVISIONAL)</u></b>					
<b><u>Supply and fit aluminium venetian blind, colour to Principal Agent later specification, with 16 x 0,21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside reveal to concrete lintol:</u></b>					
29	Venetian blinds to suit window opening size 1770 x 600mm high. A 10	No	10		
30	Venetian blinds to suit L-shaped corner window opening size 1700 x 1700 x 1100mm high. A 4 D 1	No	5		
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Ironmongery					

**BILL NO. 9**  
**IRONMONGERY**  
**COLLECTION**

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**SECTION NO. 2**

**BUILDING WORKS**

**BILL NO. 10**

**STRUCTURAL STEELWORK**

<u>Key:</u>	<u>Location Description:</u>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

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**Descriptions**

Descriptions of bolts shall be deemed to include nuts and washers

Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete

Descriptions of columns and beams shall be deemed to include flat section base, top, bearer and connection plates

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

Unit	Quantity	Rate	Amount
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Section No. 2  
 Bill No. 10  
 Structural Steelwork

	Unit	Quantity	Rate	Amount
<p>NOTE: All structural steelwork to be fabricated and erected in accordance with SABS 0162 - 1984 and SABS 1200H - 1983. Dimensions and levels to be verified on site prior to manufacture. Any discrepancies found during site measure to be reported to and resolved by the Engineer prior to manufacture. All structural steel elements must be inspected by the Engineer prior to transporting to site. All bolts must be galvanised grade 8.8 unless otherwise specified by the Engineer. Bolts shall not have threads within the shear planes. All holes to be drilled at standard backmark. Baseplates to be properly grouted up and painted prior to backfilling being done. All box or circular section ends to be closed with 14mm plates. Where packer plates are used, longer bolts must be used to ensure that sufficient length of thread is taken up by the nuts.</p> <p>All welds to be 6mm continuous fillet or the weld throat thickness to be the thickness of the thinnest of the two parent metals. All structural steel members to be of grade 350W. Purlins and girts to be pre-galvanised.</p> <p>All structural steelwork inclusive of bolts, nuts, washers, plates, connections, etc., other than purlins &amp; girts to be hot dipped galvanised in accordance with SANS 121 or ISO 1461 All hot dipped members to be drilled, cut, welded, etc., prior to galvanising. Prices to include for preparation of shop drawings for approval of the Engineer prior to manufacture. A minimum of 7 days must be allowed for checking of shop drawings. Only structural sizes, connections and splices will be checked. Final dimensions and fitting of members shall remain the contractors responsibility. Prices to include for fabrication, cutting, drilling, bending, welding, etc., delivery to site, and hoisting up and erecting into position. The contractor is responsible for stabilising the structure and maintaining it in the correct position during erection.</p> <p>All purlins and girt cleat holes are to be 14mm Dia for M12 black bolts of grade 4.8. Fixing holes are to be on purlins. All purlin splices are to be fixed staggered and purlins are to be continuous over at least two spans. Purlins are to be fixed to cleats with two bolts at continuous connection and two bolts at purlin or cleat end.</p>				
<p>Carried to Collection</p>				<b>R</b>
<p>Section No. 2                  Bill No. 10                  Structural Steelwork</p>				

	Unit	Quantity	Rate	Amount
<p>Note: The following restrictions are applicable on ground floor slab during construction and erection of structural steel. 0-7 days: Concrete curing; no loading on ground floor slab permitted. 7-14 days: Light foot traffic permitted. 14-28 days: Light vehicles&lt;5 ton.28+ days: Maximum gross crane load during construction = 25 ton (excludes lifting load). Crane outrigger base footings to be on double cross layer of 50 x 228mm timber spreader supports over and area of 1,00 x 1,00m or similar approved by the Engineer to avert damage to concrete ground floor slab. Only tyre cranes permitted on slab.</p> <p>Structural steelwork shall be completed by the Manufacturer - cleaned, hot-dipped galvanised in workshop before transportation to site.</p> <p>Structural steelwork shall be completed by the Manufacturer - cleaned and painted with specified primer in workshop before transportation to site ONLY if specified in the Engineering Structural Steel drawings.</p> <p><b><u>STRUCTURAL STEELWORK</u></b></p> <p>The following structural steelwork to roofs must be read in conjunction with Engineers Steel Roof Layout % Sections Drawing No 34694.07-06 and Structural General Notes Drawing 34694.07-STR-01 for reference.</p> <p><b><u>GALVANISED STEEL ROOFS</u></b></p> <p><b><u>Allow the following PC Prime Cost Amounts for the various buildings, for the Manufacture, Supply and Installation of Steel Roof Trusses, Columns, Beams, CFLC Purlins, Cross Bracing, Sagbars, etc, complete, by Specialist Sub-Contractor, including baseplates, cleats, bolts, etc. as follows:</u></b></p>				
1	No			350 000 00
<p>A 1 Allow the PC Prime Cost Amount of R 350 000.00 ( Three Hundred and Fifty Thousand Rands ) for the Main Office &amp; Ablution Building, complete. (278m2).</p>				
2	No	1,00		
<p>A 1 Profit &amp; Attendance on above item.</p>				
3	No			15 000 00
<p>D 1 Allow the PC Prime Cost Amount of R 15 000.00 ( Fifteen Thousand Rands ) for the Gatehouse Building, complete. (9m2).</p>				
4	No	1,00		
<p>D 1 Profit &amp; Attendance on above item.</p>				
5	No			40 000 00
<p>D 1 Allow the PC Prime Cost Amount of R 40 000.00 ( Forty Thousand Rands ) for the Gatehouse Covered Vehicle Access Area Structure, complete. (20m2).</p>				
			Carried to Collection	R
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		Unit	Quantity	Rate	Amount
6	Profit & Attendance on above item. D 1	No	1,00		
7	Allow the PC Prime Cost Amount of R 180 000.00 ( One Hundred and Eighty Thousand Rands ) for the Covered Parking Area Structure, complete. (125m2). B 1	No			180 000 00
8	Profit & Attendance on above item. B 1	No	1,00		
9	Allow the PC Prime Cost Amount of R 45 000.00 ( Forty Five Thousand Rands ) for the VIP Toilet Block Building, complete. (33m2). C 1	No			45 000 00
10	Profit & Attendance on above item. C 1	No	1,00		
<b><u>BOLTS, FASTENERS, ETC</u></b>					
<b><u>Galvanised Anchor bolts, etc. :</u></b>					
11	M16mm Diameter U-shaped galvanised threaded holding down anchor bolt (Grade 8.8) approximately 1120mm girth embedded in top of concrete columns. A 28                      B 20                      C 12 D 12	No	72		
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Structural Steelwork					

**BILL NO. 10**  
**STRUCTURAL STEELWORK**  
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Structural Steelwork

**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 11**  
**METALWORK**

<b><u>Key:</u></b>	<b><u>Location Description:</u></b>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.

**Descriptions:**

Descriptions of bolts shall be deemed to include nuts and washers.

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.

Metalwork described as holed for bolt(s) shall be deemed to exclude the bolts unless otherwise described.

Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres

**Note :**

Also refer to Supplementary Preambles under Structural Steelwork Bill for clauses relevant to structural metalwork, such as steel stairs, under these bills of quantities.

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Metalwork



	Unit	Quantity	Rate	Amount
<b><u>GALVANISED STEEL MINOR WORK</u></b>				
<b><u>Welded steel support columns to corner windows :</u></b>				
1	m	10		
100 x 100 x 5mm SHS hollow section column support to corners to receive aluminium window frames, (elsewhere measured).				
A 8 D 2				
<b><u>GALVANISED PRESSED STEEL TRANSFORMER ROOM DOORS AND FRAMES</u></b>				
<b><u>1.6mm Galvanised pressed steel doors and frames:</u></b>				
2	No	1		
Door 900 x 2100mm high with louvred ventilation panel and with rebated frame suitable for one brick wall, including standard fitted ironmongery and vermin proof mesh screen to louvre panel.				
E 1				
<b><u>NATURAL ANODISED ALUMINIUM LOUVRE DOOR GRILLE</u></b>				
<b><u>'Europair' or equally approved door grille louvre units with telescopic backframe extruded type 50S anodised grade aluminium with fixed horizontal chevron louvres fitted to openings in doors (openings elsewhere measured):</u></b>				
3	No	5		
Door grille size 500 x 300mm high overall to fit opening size 500 x 300mm high, fixed to door with s/s screws punched and counter-sunk and sealed. (Provisional).				
A 2 C 3				
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	Unit	Quantity	Rate	Amount
<p><b><u>SECTIONAL ROLLER SHUTTERS ETC</u></b></p> <p><b><u>'Xpanda' or equally approved Steel Sectional chain operated section overhead door in Grey aluminium powder coated finish (Colour code: RAL 9007), with 75mm wide side guides, standard bottom panel, weather seal, galvanised C-tracks, torsion bar and balanced springs with adjustable sealed ball bearing hinge rollers, aluminium die cast cable drums, buffers, etc with standard mounting with vertical tracks fixed to necessary bracing and nib angles and weather seal to bottom edge, with perimeter framing plugged and screwed to reveals at maximum 300mm centres to concrete or brickwork and ironmongery factory fitted as per manufacturers specifications. (Note: Structural opening size is to be checked and confirmed on site prior to order and manufacture).</u></b></p>				
<p>4 Manual sectional chain operated section overhead door, overall size 3000 x 2850mm high opening, with hinged viewing panels glazed in 4mm clear toughened safety glass with pressure locked glazing beads. (See Architects Door Schedule - RS1).</p>	No	1		
<p>B 1</p> <p><b><u>ALUMINIUM WINDOWS.</u></b></p> <p>Aluminium windows, etc., are to be constructed and installed in accordance with the guidelines of The Association of Architectural Aluminium Manufactures of South Africa (AAAMSA). These frames cannot be built in and openings must be prepared by the Contractor for the aluminium frame to be fixed into, where after the plaster can be finished up against the frame. All dimensions to be checked and verified on site prior to manufacture.</p> <p>Unless otherwise stated ironmongery is to be the manufacturer's standard corrosion resistant ironmongery for the particular product range.</p> <p>Glazing is to be carried out in strict accordance with the SANS 0137/2000 Code of Practice: "The Installation of Glazing in Buildings" and where required, safety glazing materials must conform to SANS 1263.</p> <p>All opening sashes must be weather and draught proofed using wool pile, vinyl, etc. seals and the perimeter frames sealed to the structure using manufacturer approved sealants.</p> <p>All aluminium is to be protected after manufacture by removable PVC tape or other approved application. The protection is to be removed only when authorised by the Architect.</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 2 Bill No. 11 Metalwork</p>			R	

	Unit	Quantity	Rate	Amount
<p>Any component damaged in any way prior to the completion of the building is to be replaced with new. 'Touching up' of decorative finishes will not be permitted.</p> <p><b><u>'KENZO' or equally approved top hung Aluminium Windows in varying sizes able to meet the mechanical performance requirements of SANS 613 for wind loads of up to 1000Pa. Frames are to be of 60-80um 'Charcoal' powder coated aluminium sections, constructed and installed according to the guidelines of The Association of Architectural Aluminium Manufactures of South Africa (AAASA). Glazing is to be carried out in strict accordance with the SANS 0137/2000 Code of Practice: "The Installation of Glazing in Buildings" and where required, safety glazing materials must conform to SANS 1263 and safety glass must have name of manufacturer permanently marked on each sheet, visible after glazing. Drawings of all sections and fixing details to be used to be submitted for approval and all dimensions are to be verified on site prior to manufacture. All shopfronts and windows must be weatherproofed and sealed where necessary and all aluminium is to be protected during installation and for the duration of construction work by removable PVC tape. All ironmongery to be as specified by manufacturer.</u></b></p> <p><b><u>Burglar Bars are to be installed to all opening sections comprising of 6mm thick 30mm wide clear polycarbonate InvisiBars, fitted directly into aluminium frames over opening sections with maximum spacing of 120-130mm between each bar and stainless steel pop rivets with polyethylene cover caps fitted over installation points. If the bar spans greater than 950mm then a vertical support or aluminium support is required to reduce flexibility.</u></b></p> <p><b><u>Descriptions in the bills of quantities are to be read in conjunction with the Architects Window Schedules and Details attached. The references given in the descriptions are to the respective types of windows detailed on the Architect's schedules annexed to these Bills of Quantities for tender purposes.</u></b></p>				
<p>5 Aluminium top hung window size 600 x 600mm high overall, consisting of one top hung opening section, glazed with E3 4mm Opaque Toughened safety glass and opening section to receive burglar proofing. (See Architects Window Schedule - W03).</p>	No	16		
<p>A 8 C 8</p>				
<p>Section No. 2 Bill No. 11 Metalwork</p>			R	
<p>Carried to Collection</p>				

	Unit	Quantity	Rate	Amount
<p>6 Aluminium top hung window size 1200 x 600mm high overall, consisting of two equal sections with one top hung opening section and one fixed section, glazed with E3 4mm Opaque Toughened safety glass and opening sections to receive burglar proofing. (See Architects Window Schedule - W04).</p> <p>C 1</p>	No	1		
<p>7 Aluminium top hung windows size 1770 x 600mm high overall, consisting of three equal sections with two end top hung sections opening and centre fixed, all glazed with E3 4mm Clear Toughened safety glass and opening sections all to receive burglar proofing. (See Architects Window Schedule - W02).</p> <p>A 10 B 4</p>	No	14		
<p>8 Aluminium fixed L-shaped corner windows size 1595 x 1595 x 1100mm high overall, consisting of four equal 1100mm high fixed pane sections, with two panes per side, all glazed with E3 4mm Clear Toughened safety glass. (See Architects Window Schedule - W01).</p> <p>A 4 D 1</p>	No	5		
<p><b><u>ALUMINIUM DOORS, ETC.</u></b></p> <p>Aluminium doors and shopfronts, etc., are to be constructed and installed in accordance with the guidelines of The Association of Architectural Aluminium Manufactures of South Africa (AAAMSA).</p> <p>Unless otherwise stated ironmongery is to be the manufacturer's standard corrosion resistant ironmongery for the particular product range.</p> <p>Glazing is to be carried out in strict accordance with the SANS 0137/2000 code of Practice: "The Installation of Glazing in Buildings" and where required, safety glazing materials must conform to SANS 1263 and AAAMSA selection guide for safety glazing materials.</p> <p>All opening sashes must be weather and draught proofed using wool pile, vinyl, etc. seals and the perimeter frames sealed to the structure using manufacturer approved sealants.</p> <p>All aluminium is to be protected after manufacture by removable PVC tape or other approved application. The protection is to be removed only when authorised by the Architect. Any component damaged in any way prior to the completion of the building is to be replaced with new. 'Touching up' of decorative finishes will not be permitted.</p> <p>A certificate of conformance with SANS 999 is required.</p>				
Carried to Collection				
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Metalwork				
			<b>R</b>	

	Unit	Quantity	Rate	Amount
<p>Descriptions in the bills of quantities are to be read in conjunction with the Architects Door Schedules and Details. The references given in the descriptions are to the respective types of doors detailed on the Architect's schedules annexed to these Bills of Quantities for tender purposes.</p> <p><b><u>'KENZO' or equally approved Charcoal powder coated aluminium hinged doors able to withstand wind pressures of in accordance with SANS 613 with surfaces to receive 50-80um Charcoal powder coating applied by a certified markholder of SANS 1274, glazed with 4mm Toughened Safety Glass in accordance with SANS and including hinges with nylon bushes, clip on glazing beads with gasket seals, locksets, handles, bolts, etc., plugged to brickwork or concrete :</u></b></p>				
9	No	7		
<p>A 7                  Single glazed aluminium 7 Panel Glass Entrance Door and Frame, to fit opening size 900 x 2100mm high and glazed with and including 4mm Toughened Safety Glass with approved standard ironmongery, lockset and handles, etc. (See Architects Door Schedule - D01)</p>				
10	No	1		
<p>D 1  <b><u>STEEL SECURITY GATES</u></b>                  Note: The contractor is to check on site measurements before placing of order.  <b><u>'Shutterway' or equally approved Stylish Security single swing gate consisting of 32 x 32 x 1.6mm mild steel square hollow section frame with 40 x 4.5mm thick flat bar louvres welded at 48 degrees, all as per manufacturers details and factory coated white, and hung with one pair of approved steel hinges including double throw dead-lock, complete and fixed to brickwork:</u></b></p>				
11	No	2		
<p>C 2                  Security gate with frame size 1000 x 2100mm high and leaf size 936 x 2100mm high. (See Architects Door Schedule - G01).</p>				
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**BILL NO. 11**  
**METALWORK**  
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Section No. 2  
Bill No. 11  
Metalwork

**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 12**  
**PLASTERING**

<u>Key:</u>	<u>Location Description:</u>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.

**Preparation of surfaces to receive screeds, plaster, etc. :**

Surfaces shall be dry and clean, free of dust, sand, grit and flaking particles, laitance and loose matter, contaminants such as oil, grease, etc. Surfaces shall have a moisture content not exceeding 4%. All free standing water to be removed prior to application of primers or compounds. Absorbent surfaces to be thoroughly pre-soaked in fresh water. Oil, grease, animal fats, etc. to be removed with suitable product to be applied in strict accordance with the manufacturer's instructions. Once clean, surfaces to be profiled mechanically (scabbling, blasting, scarifying, chipping or grinding) or by means of acid etching in strict accordance with the manufacturer's instructions.

All floors should be level and free of all material as per SANS10155 and all existing screeds should be tested for satisfactory levelness using a level light meter.

As a general rule, a maximum deviation of not more than 3mm over an area of 3m is a good guide and will give a quality level floor, with the deviation not being too close together and too frequent.

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 Plastering

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	Unit	Quantity	Rate	Amount
<p>Where the screed does not conform to these requirements then a self levelling screed is to be applied and the rates are to include for the testing of the existing screeds as described above.</p> <p><b><u>V-Grooves to plaster :</u></b></p> <p>V-Grooves are deemed to be included and are to be provided in plaster where it meets with concrete columns, slabs or beams.</p> <p><b><u>GRANOLITHIC:</u></b></p> <p><b><u>Method :</u></b></p> <p>The method to be used shall be either the monolithic method or the bonded method.</p> <p><b><u>Preparation :</u></b></p> <p>For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic</p> <p><b><u>Mix :</u></b></p> <p>Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic.</p> <p><b><u>Panels :</u></b></p> <p>Granolithic shall be laid in panels not exceeding 14m for monolithic finishes, not exceeding 9,5m for bonded finishes and not exceeding 6m for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width.</p> <p>Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints.</p>				
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		Unit	Quantity	Rate	Amount
<b><u>Laying :</u></b>					
Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels.					
Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be thoroughly compacted and lightly wood floated to the required levels.					
After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated.					
<b><u>Curing, seasoning and protection</u></b>					
Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying.					
<b><u>GRANOLITHIC</u></b>					
<b><u>Untinted granolithic, on concrete :</u></b>					
1	25mm Thick on floors and landings. C 26 E 4	m <sup>2</sup>	30		
2	25mm Thick on concrete rainwater tank plinth slabs A 24 B 12	m <sup>2</sup>	36		
3	Grano skirtings 20mm thick x 100mm high with 30mm radius cove. C 56 E 7	m	63		
<b><u>SCREEDS</u></b>					
<b><u>Screeds on concrete:</u></b>					
4	25mm Thick on floors and landings. A 251 D 7	m <sup>2</sup>	258		
5	25mm Thick on VIP pit floors C 22	m <sup>2</sup>	22		
6	Average 25mm thick on roofs with upper surface to falls E 6	m <sup>2</sup>	6		
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Plastering					

	Unit	Quantity	Rate	Amount
<p><b><u>SELF LEVELLING SCREEDS</u></b></p> <p><b><u>Self levelling screeds on concrete/screeded surfaces :</u></b></p> <p><b><u>Concrete substrates should have a compressive strength of not less than 25 MPa and provides a tensile adhesion strength greater than 1.5 MPa, must be mechanically sound and fully cured in accordance with good concrete practice, must be clean and free of laitance, oil, grease, dust and any other contamination. Prime surface with one coat abe.®prime SLC acrylic primer and allow to dry. Mix in accordance with manufacturer's recommendations. Pour abe.® screed SLCP FS fast set self-levelling screed, allow to level out and within 5 minutes roll with a spiked roller, all in accordance with the manufacturer's recommendations.</u></b></p>				
7	m <sup>2</sup>	195		
<p>On floors and landings to receive vinyl coverings.</p> <p>A 188 D 7</p> <p><b><u>EPOXY SCREEDS / CONCRETE FINISH</u></b></p> <p><b><u>Chemical Resistant Epoxy Screed :</u></b></p> <p><b><u>abe.®screed dura.Top to be supplied and laid on a suitable sound and vacuum cleaned concrete or screed base primed with abe Prime SLC as per exposed trafficked environment outlined under "priming" in the product data sheet. DuraTop screed laid to minimum thickness of 6 mm by hand or by pump 6 mm to 30 mm maximum thickness and Screed to receive two component, solvent free, water dispersed epoxy coating finish. The coating finish will be abe.®cote WD337 (to later colour specification), a two component, solvent free water dispersed epoxy coating, all applications to be mixed, laid and applied in accordance with the instructions and recommendations of a.b.e.® Construction Chemicals.</u></b></p>				
8	m <sup>2</sup>	49		
<p>6mm Thick on floors and landings. (Provisional).</p> <p>A 24 B 25</p>				
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			Unit	Quantity	Rate	Amount
<b><u>EXTERNAL PLASTER</u></b>						
<b><u>Cement plaster on concrete :</u></b>						
18	On wall beams.			m <sup>2</sup>	84	
	A	49	B	13	C	15
	D	7				
19	On projecting and isolated rectangular columns.			m <sup>2</sup>	34	
	A	10	B	15	C	5
	D	4				
20	On narrow widths.			m <sup>2</sup>	19	
	A	11	B	5	C	2
	D	1				
<b><u>CORNER PROTECTORS, DIVIDING STRIPS, ETC</u></b>						
<b><u>Corner protectors, dividing strips, etc.:</u></b>						
21	3 x 57mm Flat section brass dividing strips between different floor finishes at external doors.			m	15	
	A	10	C	4	D	1
				Carried to Collection		
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Plastering

**BILL NO. 12**  
**PLASTERING**  
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Bill No. 12  
Plastering

**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 13**

**TILING**

<b><u>Key:</u></b>	<b><u>Location Description:</u></b>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

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**Patterns**

Unless otherwise described, tiles shall be laid with continuous joints in both directions.

**Fixing**

Unless described as fixed with adhesive to plaster (plaster elsewhere) descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding

Tiling described as fixed with adhesive on power floated concrete shall be deemed to include for approved tiling key-coat

Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles

**Preparation of surfaces:**

The area to be tiled is to be wood floated. If tiling onto critical surfaces prime with approved primer or use new generation flexible one part adhesives which enables application directly onto critical surfaces.

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 Tiling

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	Unit	Quantity	Rate	Amount
<p>Surfaces must be firm and free of dust, mould, oil, grease, wax polish and organic growth. Organic growth must be removed and the spores killed with an effective fungicide such as a household bleaching solution.</p> <p>On both walls and floors there are minimum curing periods for walls and concrete floors as well as screeds and plasters and they are as follows:</p> <p>* New concrete floors require 6 weeks curing time before direct bedding</p> <p>* New brick walls require 6 weeks curing time before direct bedding</p> <p>* New concrete floors require 4 weeks curing time before screeding and the screed another 4 weeks before tiling can commence</p> <p>* New brick walls require 4 weeks curing time before plastering and the plaster another 2 weeks before tiling can commence</p> <p><b><u>CERAMIC WALL TILING</u></b></p> <p><b><u>'Union' Tiles Rom ceramic wall tiles (Code: 1ROMW62213HAZ20X60), or equally approved, size 200 x 600mm, fixed to internal wall plaster backing (elsewhere measured) with TAL or equally approved professional tile adhesive mixed with Tal or equal Bond in lieu of water and with flush pointed joints continuous in both directions and grouted with TAL or equally approved tinted tile grout, with excess grout on the surface to be cleaned with water as the work proceeds.</u></b></p>				
1		On walls.	m <sup>2</sup>	67
	A	67		
2		On walls in splashbacks.	m <sup>2</sup>	5
	A	3	C	2
3		On narrow widths.	m <sup>2</sup>	3
	A	3		
Carried to Collection				
Section No. 2				
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Tiling				
			<b>R</b>	

		Unit	Quantity	Rate	Amount
<b><u>PORCELAIN FLOOR TILING</u></b>					
<b><u>'Union' Tiles porcelain floor tiles (Code: 1QUAQ2333GN600), or equally approved, size 600 x 600mm, fixed to internal floor screed (elsewhere measured) with TAL or equally approved professional tile adhesive mixed with TAL bond in lieu of water and with flush pointed joints continuous in both directions and grouted with TAL or equally approved tinted tile grout, with excess grout on the surface to be cleaned with water as the work proceeds.</u></b>					
4	On floors and landings. A 38	m <sup>2</sup>	38		
5	Skirtings 100mm high of cut tiles. A 33	m	33		
<b><u>NOSINGS, JOINT COVERS, PROTECTORS, ETC.</u></b>					
<b><u>Approved wall edge protectors:</u></b>					
6	Standard aluminium type straight edge tiling trim. A 68 C 10	m	78		
				Carried to Collection	R
Section No. 2					
Bill No. 13					
Tiling					



**BILL NO. 13**  
**TILING**  
**COLLECTION**

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**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 14**  
**PLUMBING AND DRAINAGE (PROVISIONAL)**

<u>Key:</u>	<u>Location Description:</u>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.

**'Polycop' polypropylene pipes:**

Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with 'Fast-fuse' heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated.

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

All pipe diameters are nominal external.

**uPVC pressure pipes and fittings:**

Pipes for water supply shall be of the class stated.

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.

Pipes of 50mm 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.

Carried to Collection

Section No. 2  
 Bill No. 14  
 Plumbing And Drainage (provisional)

Unit	Quantity	Rate	Amount
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	Unit	Quantity	Rate	Amount
<p><b><u>Copper pipes:</u></b></p> <p>Pipes shall be hard drawn and half-hard pipes of the class stated. 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. Only compression fittings shall be used in walls or in ground.</p> <p><b><u>Fixing of pipes, fittings, etc :</u></b></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls etc. casting in, building in or suspending not exceeding 1m below suspension level</p> <p>Descriptions of wall mounted, floor standing, drop-in, etc type sanitary fittings shall be deemed to include fixing in position and all fixing accessories.</p> <p>Descriptions of proprietary items shall include fixing in position and all fixing accessories as specified by the manufacturer.</p> <p><b><u>Chasing :</u></b></p> <p>Chasing pipes into new walls shall be regarded as "building in" and is not measured seperately. The cost of chasing and making good shall be included in the rates for the pipes.</p> <p><b><u>Reducing fittings:</u></b></p> <p>Where fittings have reducing ends or branches they are described as 'reducing'. In the case of pipes with diameters not exceeding 60mm 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. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained.</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>Exposed concrete surfaces:</u></b></p> <p>Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster.</p>				
Carried to Collection			R	
<p>Section No. 2                  Bill No. 14                  Plumbing And Drainage (provisional)</p>				

	Unit	Quantity	Rate	Amount
<p><b><u>Excavations:</u></b></p> <p>No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.</p> <p>'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.</p> <p><b><u>Laying, backfilling, bedding, etc of pipes:</u></b></p> <p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.</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 1200 L : Medium pressure pipelines                      LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches). Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes)</p> <p>Unless otherwise described bedding of rigid pipes shall be class B bedding.</p> <p><b><u>Flush pans:</u></b></p> <p>Flush pans shall have straight or side outlets and 'P' or 'S' traps as necessary.</p> <p><b><u>Stainless steel basins, sinks, wash troughs, urinals, etc:</u></b></p> <p>Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable.</p> <p>Prices for sinks are to include for preparing the worktop to receive the fitting and for securely fixing sinks to worktops using the clips provided. The Contractor is to provide worktop manufacturers with details of cut outs ensure that the cut openings are sufficiently accurate to provide proper engagement for these clips.</p> <p><b><u>Waste unions:</u></b></p> <p>Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.</p> <p><b><u>General:</u></b></p> <p>All screw and bolt fixings for sanitary ware are to be stainless steel or chromium plate on brass.</p> <p>Prices for sanitary fittings are to include for the application of white anti-fungal silicone sealant between the fittings and abutting wall and floor finishes, vanity tops, bathroom fittings, etc.</p>				
Carried to Collection			R	
Section No. 2 Bill No. 14 Plumbing And Drainage (provisional)				

		Unit	Quantity	Rate	Amount
<b><u>RAINWATER DISPOSAL</u></b>					
<b><u>0.50mm Thick Mr Gutter or equally approved Ogee profile Colourbond pre-coated Zinalume seamless aluminium watertight gutters and rainwater accessories, with factory coated finish (colour to match roof sheeting to approval), installed complete as per manufacturers specifications and recommendations:</u></b>					
1	150 x 100 x 0.5mm thick Ogee seamless aluminium eaves gutters, complete with braces and clips at 800mm centres in concealed fix.	m	109		
	A 69 B 13 C 20 D 7				
2	Extra over eaves gutter for stopped end.	No	16		
	A 4 B 4 C 4 D 4				
3	Extra over 150 x 100mm eaves gutter for outlet for 100 x 75mm downpipes.	No	15		
	A 6 B 3 C 2 D 4				
4	100 x 75 x 0.5mm thick Rectangular aluminium rainwater downpipes, fixed to walls with holderbats at 1000mm centres, or fed directly into rainwater tanks.	m	57		
	A 27 B 11 C 8 D 11				
5	Extra over 100 x 75mm rectangular rainwater pipe for shoe.	No	15		
	A 6 B 3 C 2 D 4				
6	Extra over rainwater pipe for bend.	No	15		
	A 6 B 3 C 2 D 4				
<b><u>LOCKABLE MANHOLE COVERS</u></b>					
<b><u>Lockable Manhole Covers:</u></b>					
7	600mm Diameter lockable circular type M4A product or similar approved manhole SANS 1882 medium duty Dough Moulding compound 4A hinged lid and frame cast into concrete upstand.	No	2		
	C 2				
Carried to Collection					
Section No. 2				<b>R</b>	
Bill No. 14					
Plumbing And Drainage (provisional)					

		Unit	Quantity	Rate	Amount
<b><u>SANITARY FITTINGS</u></b>					
<b><u>'Franke' or equally approved grade 304 (18/10) stainless steel domestic insert sinks:</u></b>					
8	'Franke Cascade' Model CDX621-120 or equally approved Grade 304 18/10 polished stainless steel double end bowl insert sink, size 1200 x 500mm DEB with two end bowls size 343 x 410 x 157mm deep, set on cupboard fitting (cupboard elsewhere), including cutting one taphole.	No	1		
	A 1				
<b><u>'Atlas Plastics' or equally approved wash hand basins :</u></b>					
9	Christy Basin (Code 382AP), Size 570 x 400 x 245mm or equally approved Granite colour and mounted to brickwall with and including required galvanised fixing brackets as per manufacturer and sealed with approved sealant where basin meets the wall.	No	3		
	C 3				
<b><u>'Geberit' or equally approved fine fireclay lay-on wash hand basins :</u></b>					
10	500 x 400 x 158mm 'Geberit VariForm' or equally approved White Rectangular lay-on washbasin, with centred tap hole bench, for mounting on washtops, including visible integrated overflow and sealed with approved sealant where basin meets washtop.	No	4		
	A 4				
<b><u>'Atlas Plastics' or equally approved WC suites :</u></b>					
11	'Atlas Plastics' or equally approved VIP200 Pedestal with incorporated seat and flap, size 387 x 466 x 518mm (Code 222AP) Colour Granite.	No	4		
	C 4				
<b><u>'Geberit' or equally approved vitreous china WC suites :</u></b>					
12	'Geberit Smyle' or equally approved White vitreous china shrouded wall hung rimfree washdown WC (No: 500.683.01.1), size 356 x 540 x 376mm overall, with and including white 'Smyle WC seat ring, barrier free and fastened from above, fitted to brick wall, and to receive concealed back inlet concealed cistern with flushvalve (elsewhere measured).	No	6		
	A 6				
				Carried to Collection	R
Section No. 2					
Bill No. 14					
Plumbing And Drainage (provisional)					

		Unit	Quantity	Rate	Amount
	<b><u>'Atlas Plastics' or equally approved urinals :</u></b>				
13	'Atlas Plastics' or equally approved Bowl Urinal (Code 507AP) size 320 x 350 x 495mm Colour Granite, wall mounted, including brackets and waterless urinal fitting. C 1	No	1		
	<b><u>'Geberit' or equally approved vitreous china urinals :</u></b>				
14	'Geberit Tamina' or equally approved 420 x 370 x 840mm white vitreous china wall mounted concealed control urinal with flush rim, hidden trap and hidden fastening with Kerafix fastening material for urinals, for operating with automatic water-saving flush and connecting to concealed urinal flush controls (elsewhere measured), fixed to brickwall. A 2	No	2		
15	'Geberit' or equally approved white vitreous china wall mounted urinal division, size 400 x 700mm high, including approved fastening material and fixed to brickwork. A 1	No	1		
	<b><u>WASTE UNIONS ETC</u></b>				
	<b><u>Waste unions, etc:</u></b>				
16	32mm 'Geberit' or equally approved waste outlet with free outlet and valve cover to basins. A 4 C 3	No	7		
17	90mm Chrome plated waste fittings to sink, complete. A 2	No	2		
18	Spazi F/2 plumbing kit (Code: 1120009) A 1	No	1		
	<b><u>TRAPS ETC</u></b>				
	<b><u>Traps, etc.:</u></b>				
19	40 x 50mm Rubber double bowl sink reseal P or S trap combination. A 1	No	1		
20	'Geberit' or equally approved 40mm Bright chrome plated bottle trap with dip tube for washbasins, with horizontal outlet. C 3	No	3		
21	'Geberit' or equally approved 50-56mm Bright chrome plated set of bottle trap for washbasins, with horizontal outlet, for concealed installation, including 32mm connection bend, cover plate, in-wall cabinet, concealed trap, seals, protection box and fastening material. A 4	No	4		
	Carried to Collection				
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	Plumbing And Drainage (provisional)				
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		Unit	Quantity	Rate	Amount
22	'Geberit' or equally approved 50mm Diameter white urinal trap, horizontal rear outlet. A 2 C 1	No	3		
	<b><u>TAPS, VALVES, ETC</u></b>				
	<b><u>Stopcocks, Stoptaps, Gate valves, Check valves, Strainers, etc:</u></b>				
23	15 x 10mm Code 232/10 Chrome plated angle regulating valve with adaptor nut and ring, including 10mm Diameter x 350mm long chrome plated supply tube and capnut (code C-232PIPE), to basins and sink. A 5	No	5		
24	15mm Rough brass CxC 'Copcal' capillary type underwall stoptap (code 133-15), in line for supply to cisterns. A 6	No	6		
25	15mm Chrome plated fullway ballcock with plastic coated plated steel lever handle. A 2 C 1	No	3		
26	22mm Chrome plated fullway ballcock with plastic coated plated steel lever handle. A 2 C 1	No	3		
27	22mm 1003/125RB fullway gate valve. A 1 C 1	No	2		
	<b><u>Crutch handle, elbow action and lockshield bibtaps:</u></b>				
28	20mm Rough brass hose crutch handle bibtap with 20mm BSP hose union to standpipes or gulleys. A 1	No	1		
	<b><u>Mixer and tap fittings:</u></b>				
29	'Geberit' HyTouch 26, or equally approved, self closing tap for washbasin without mixer finished in chromium-plated "shiny" to wash hand basins with and including 15mm flexible connection tubes. A 4 C 2	No	6		
30	'Plumline' Clinix Chrome pillar tap mixer (Code 35566), or equally approved, with a flowrate of 7 litres/minute @ 50KPa and a 10-year warranty, to basin with and including 15mm flexible connection tubes, to disabled wash hand basins. C 1	No	1		
31	'Franke' Highrise Swivel or equally approved chrome single lever top mounted kitchen sink mixer with overarm swivel spout (Code 1150019), and including 15mm flexible connections to sink. A 1	No	1		
	Carried to Collection				
	Section No. 2				
	Bill No. 14				
	Plumbing And Drainage (provisional)				
				<b>R</b>	





		Unit	Quantity	Rate	Amount
41	50mm Pipes laid in and including trenches not exceeding 1m deep under surface beds. A 10	m	10		
42	110mm Pipes laid in and including trenches not exceeding 1m deep under surface beds. A 6	m	6		
<b><u>Extra over uPVC pipes for fittings (SANS 967):</u></b>					
43	50mm Reducer. A 5	No	5		
44	110mm Reducer. A 4 C 3	No	7		
45	40mm Bend. A 4	No	4		
46	50mm Bend. A 3 C 4	No	7		
47	110mm Bend. A 6	No	6		
48	40mm Access bend. A 4	No	4		
49	50mm Access bend. A 3 C 3	No	6		
50	110mm Access bend. A 6 C 3	No	9		
51	50mm Junction. A 2 C 2	No	4		
52	110mm Junction. A 2 C 1	No	3		
53	50mm Access junction. A 2 C 1	No	3		
54	110mm Access junction. A 2 C 1	No	3		
55	110mm Access reducing junction. A 2 C 2	No	4		
56	110mm Pan connector A 6	No	6		
57	110mm Two-way' vent valve. A 2	No	2		
58	Envirosan or equal approved fly screens to top of 110mm diameter vent pipes C 3	No	3		
Carried to Collection					
Section No. 2					
Bill No. 14					
Plumbing And Drainage (provisional)					
				<b>R</b>	

		Unit	Quantity	Rate	Amount
	<b><u>Sundries:</u></b>				
59	Testing waste pipe systems, complete. It 1	Item			
	<b><u>WATER SUPPLIES</u></b>				
	<b><u>Polycop' polypropylene pipes with and including compression fittings:</u></b>				
60	15mm Pipes laid in trenches not exceeding 2m deep, including excavation in all materials, bedding, backfilling, compaction and disposing of surplus excavated material. A 10 C 5	m	15		
61	22mm Pipes laid in trenches not exceeding 2m deep, including excavation in all materials, bedding, backfilling, compaction and disposing of surplus excavated material. A 10 C 5	m	15		
62	15mm Pipes. A 19 C 21	m	40		
63	22mm Pipes. A 11 C 12	m	23		
	<b><u>Class 2 copper pipes :</u></b>				
64	15mm Pipes A 25	m	25		
65	22mm Pipes A 12	m	12		
66	22mm Pipes laid in trenches not exceeding 2m deep, including excavation in all materials, bedding, backfilling, compaction and disposing of surplus excavated material. A 3	m	3		
	<b><u>Extra over Class 2 copper pipes for capillary fittings</u></b>				
67	15mm Fittings A 14 C 15	No	29		
68	22mm Fittings A 6 C 9	No	15		
	<b><u>Extra over Class 2 copper pipes for brass compression fittings</u></b>				
69	15mm Fittings A 14 C 15	No	29		
70	22mm Fittings A 6 C 15	No	21		
	Carried to Collection				
	Section No. 2				
	Bill No. 14				
	Plumbing And Drainage (provisional)				
				<b>R</b>	

		Unit	Quantity	Rate	Amount
<b>TESTING</b>					
<b>Testing:</b>					
71	Testing water pipe system, complete. It 1	Item			
<b>ELECTRIC WATER HEATERS</b>					
<b>'Approved' Geysers (SABS 151:1992), to be compatible with heat pump installations, where required :</b>					
72	150 Litre horizontally mounted 3kW electric water heater, complete, mounted in duct space, including geyser platform and brackets. A 1	No	1		
<b>'Approved' polyethylene geyser trays (SABS 1848:2000):</b>					
73	Geyser tray to suit 150 litre capacity horizontal geyser (elsewhere measured), with and including 50mm diameter PVC overflow connector. A 1	No	1		
<b>WATER BOILERS AND CHILLERS</b>					
<b>Water boilers and water chillers:</b>					
74	Hydroboil code 3800 7,5/06' litre white powder coated water boiler, plugged and screwed to wall, and connected to water supply and electrical supply, (electrical connection elsewhere measured). (Provisional). A 1	No	1		
<b>FIRE APPLIANCES ETC.</b>					
<b>Fire Extinguishers to SANS 10400-T :</b>					
75	4,5kg DCP hand held fire extinguisher including mounting bracket and backboard plugged and screwed to wall. A 4 B 1 C 1	No	6		
76	5kg Carbon dioxide CO2 hand held fire extinguisher including mounting bracket and backboard plugged and screwed to wall. A 2 B 1 C 1	No	4		
77	9kg DCP hand held fire extinguisher including mounting bracket and backboard plugged and screwed to wall. B 1 D 1	No	2		
				Carried to Collection	R
Section No. 2					
Bill No. 14					
Plumbing And Drainage (provisional)					





**SECTION NO. 2**  
**BUILDING WORKS**  
**BILL NO. 15**  
**PAINTWORK**

<b><u>Key:</u></b>	<b><u>Location Description:</u></b>
A	Offices & Ablutions
B	Covered Parking
C	VIP Toilets
D	Gate House
E	Borehole Pumpstation
It	Items

**PREAMBLES**

For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.

**SUPPLEMENTARY PREAMBLES**

Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.

**PREPARATORY WORK FOR UNPAINTED SURFACES**

All work to be executed in strict accordance with the specifications and instructions of the manufacturer.

Primers and first coats may be thinned in accordance with the various paint specifications to aid the absorption of the paint.

All surfaces must be sound, clean and have a moisture content of less than 8% for walls generally, 3% for slabs/screeds, and 14% for wood etc, when measured with a Doser hygrometer or equivalent.

Where surfaces of plaster etc are sandy / friable, the first coat must be replaced with a plaster primer thinned 10% with turpentine.

Unit	Quantity	Rate	Amount
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Carried to Collection

R

Section No. 2  
 Bill No. 15  
 Paintwork

			Unit	Quantity	Rate	Amount
<b><u>PAINTWORK ETC TO NEW WORK</u></b>						
<b><u>ON NEW INTERNAL FLOATED PLASTER SURFACES</u></b>						
<b><u>'Plascon Professional Superior Satin' or equally approved paint to interior new cement plaster, surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Professional Plaster Primer (PP700) with an overcoating time of 16 hours and finish with two coats Professional Superior Satin (PEM 1100) with 1 hour drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment, for interior use :</u></b>						
1	Walls and beams.		m <sup>2</sup>	403		
	A 332	B 14			C 16	
	D 25	E 16				
2	Projecting and isolated columns.		m <sup>2</sup>	12		
	A 7	B 4			C 1	
3	Centre beams.		m <sup>2</sup>	12		
	A 12					
4	Ceilings.		m <sup>2</sup>	4		
	E 4					
<b><u>ON NEW EXTERNAL FLOATED PLASTER SURFACES</u></b>						
<b><u>'Plascon Micatex' or equally approved paint to exterior new cement plaster, surface to be dry, sound and clean and cured for a minimum of 14 days, with a moisture content measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Professional Plaster Primer (PP700) with an overcoating time of 16 hours and finish with two coats Micatex (BBO 300) with 2 hours drying time between coats, for a maintenance cycle of 10 years in a C1 - inland environment, for exterior use :</u></b>						
5	Plastered walls at rainwater tank plinths		m <sup>2</sup>	9		
	A 6	B 3				
6	Walls beams.		m <sup>2</sup>	100		
	A 60	B 15			C 17	
	D 8					
7	On columns.		m <sup>2</sup>	34		
	A 10	B 15			C 5	
	D 4					
Carried to Collection						<b>R</b>
Section No. 2						
Bill No. 15						
Paintwork						



			Unit	Quantity	Rate	Amount
<b><u>ON NEW FAIR FACED BRICKWORK</u></b>						
<b><u>Prepare surfaces and remove all loose material, builder's plaster etc with weak spirits of salts (or any other suitable means), wash, dry and apply three coats of Approved Brick / Stone sealer':</u></b>						
8	On facebrick walls externally. (Provisional).		m <sup>2</sup>	510		
	A 282 B 125 C 62					
	D 19 E 22					
9	On facebrick walls internally. (Provisional).		m <sup>2</sup>	668		
	A 402 B 104 C 162					
<b><u>ON NEW PLASTERBOARD SURFACES</u></b>						
<b><u>'Plascon Super Acrylic Polvin' or equally approved paint to interior new rhinoglide plasterboard, surface to be dry, sound and free of dirt and loose particles. Wipe down with a damp cloth and allow to dry completely. Prime with one coat Professional Plaster Primer (PP700) with an overcoating time of 16 hours and finish with two coats Super Acrylic Polvin (EPL 30) with 1 hour drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u></b>						
10	Skimmed ceilings and cornices.		m <sup>2</sup>	198		
	A 165 C 26 D 7					
<b><u>ON NEW FIBRE-CEMENT BOARD SURFACES</u></b>						
<b><u>'Plascon Velvaglo' or equally approved Water Based to new interior fibre-cement, surface to be dry, sound and clean. Prime with one coat Plascon Plaster Primer (PP700) with an overcoating time of 16 hours and finish with two coats Velvaglo Water Based (VLW) with 4 hours drying time between coats, for a maintenance cycle of 10 years in a C1 - inland environment, for interior/exterior use :</u></b>						
11	Fascia boards not exceeding 300mm girth , including priming metal jointing strips.		m	121		
	A 69 B 19 C 20					
	D 13					
12	Window cills not exceeding 300mm girth.		m	50		
	A 35 B 5 C 6					
	D 4					
Carried to Collection						R
Section No. 2						
Bill No. 15						
Paintwork						

		Unit	Quantity	Rate	Amount
<b><u>ON NEW METAL SURFACES</u></b>					
<b><u>'Plascon Velvagio' or equally approved polyurethane enamel paint to new metal, surface to be dry, sound and clean. Clean and degrease with Plascon Aquasolve Degreaser GR1, rinse and prime with one coat Plascon Galvogrip Metal Primer, one coat Plascon Merit Universal Undercoat and finish with two coats Plascon Velvagio Polyurethane Enamel (VLO) with 2 hours drying time between coats, for a maintenance cycle of 10 years in a C3 - industrial environment, for interior/exterior use to galvanised steel :</u></b>					
13	Members of exposed curved roof trusses, rafters, haunchs, columns. etc.	m <sup>2</sup>	190		
	A 70 B 85 C 10 D 25				
14	Door and Frames	m <sup>2</sup>	6		
	E 6				
15	Rails, bars, pipes, etc not exceeding 300mm girth to fire protection pipes.	m	3		
	A 3				
<b><u>ON NEW WOOD SURFACES</u></b>					
<b><u>Two coats oil wood primer</u></b>					
16	Backs of frames, linings, etc not exceeding 300mm	m	102		
	A 61 C 41				
<b><u>'Plascon Velvagio' or equally approved Polyurethane enamel paint to new wood, surface to be dry, sound and clean, wash knots and resinous areas with Lacquer Thinners (ILS 1) and coat with Woodcare Knot Seal (PK2) and apply one coat of Plascon Woodcare Pretreatment (WWP 1), overcoated within 48 hours with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale (A1-A5) &lt; 14% or less. Prime with one coat Wood Primer (UC 2) with an overcoating time of 16 hours and finish with two coats Velvagio Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 3 years in a C5 - coastal/marine environment, for interior / exterior use to new wood :</u></b>					
17	Interior slatted grooved doors.	m <sup>2</sup>	50		
	A 30 C 20				
18	Exterior slatted grooved doors.	m <sup>2</sup>	26		
	A 15 C 11				
19	Door frames, etc.	m <sup>2</sup>	41		
	A 24 C 17				
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Paintwork					

		Unit	Quantity	Rate	Amount
20	Skirtings, rails, etc not exceeding 300mm girth. A 175 D 9 <b><u>ON PVC VENT PIPES</u></b> <b><u>Prepare and apply one undercoat and two coats</u></b> <b><u>Black PVA paint to :</u></b>	m	184		
21	PVC vent pipes not exceeding 300mm girth. C 14	m	14		
				Carried to Collection	R
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Paintwork					

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**PAINTWORK**  
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**SECTION NO. 2**  
**BUILDING WORKS**  
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**SECTION NO. 3**  
**EXTERNAL WORKS (PROVISIONAL)**

	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 3</u></b>  <b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>  <b><u>BILL NO. 1</u></b>  <b><u>SITE CLEARANCE AND BULK EARTHWORKS</u></b></p> <p><b><u>PREAMBLES</u></b>                      For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b>                      Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p> <p><b><u>Note :</u></b>                      All Earthworks shall be done in accordance with the SANS 1200 specifications.</p> <p><b><u>Nature of ground:</u></b>                      The Tenderer must acquaint himself with the nature of the material to be excavated.                      The nature of the ground is assumed to be loose fine to medium sandy material, therefore earth, but possibly interspersed with hard rock or soft rock.</p> <p><b><u>Carting away of excavated material:</u></b>                      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> <p><b><u>Dewatering of Excavations</u></b>                      The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping , baling or otherwise.                      Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water.</p> <p><b><u>Density testing on filling</u></b>                      Rates of filling, etc shall include for all density and soil type testing to prove that the specified compaction is achieved</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 3                      Bill No. 1                      Site Clearance And Bulk Earthworks</p>			R	

	Unit	Quantity	Rate	Amount
<p>When additional testing is done on instruction of the Architect and these tests are successful, they will be paid for additionally.</p> <p><b><u>Old materials to become the property of the Contractor :</u></b></p> <p>Old materials from the demolitions, except where described to be re-used or handed over, become the property of the Contractor who must allow credit for the same in these Bills of Quantities.</p> <p><b><u>Old materials to be carted away:</u></b></p> <p>Old materials from demolitions except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not to be allowed to accumulate on or around the site.</p> <p><b><u>Old materials not to be re-used :</u></b></p> <p>None of the old materials are to be used for new work except where specifically described being set aside for re-use.</p> <p><b><u>Handing over of materials :</u></b></p> <p>Where certain materials or articles from demolitions or articles are described as to be handed over by the Contractor to the Regional Representative or Representative/Agent, such materials or articles shall be properly stored by the Contractor, untill handing over thereof. The Contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Client for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor.</p> <p><b><u>General :</u></b></p> <p>Before starting work, the Contractor shall carry out a thorough survey and examination of the buildings or structures to be demolished and satisfy themselves as to the nature and requirements of the contract. The Contractor is to locate and mark the positions of existing services affected by the demolitions. No extra's will be allowed due to the Contractor's failure to carry out the above.</p> <p>Burning of materials arising from the demolitions will not be permitted on site.</p> <p>All sizes given for demolitions are approximate and are to be confirmed on site.</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 3                      Bill No. 1                      Site Clearance And Bulk Earthworks</p>			R	





	Unit	Quantity	Rate	Amount
<b><u>CARTING AWAY.</u></b>				
<b><u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u></b>				
11	m <sup>3</sup>	670		
12	m <sup>3</sup>	167		
<b><u>COMPACTION OF SURFACES</u></b>				
<b><u>Compaction of surfaces:</u></b>				
13	m <sup>2</sup>	3 350		
<b><u>EARTH FILLING, ETC.</u></b>				
<b><u>Filling with material from the excavations, cut to fill, spread and levelled and compacted to a density of at least 93% Mod. AASHTO maximum density:</u></b>				
14	m <sup>3</sup>	503		
<b><u>Filling with approved G5 sub-base quality material carted onto site by the Contractor, compacted to a density of at least 95% Mod. AASHTO maximum density in 150mm layers:</u></b>				
15	m <sup>3</sup>	503		
<b><u>KEEPING EXCAVATIONS FREE OF WATER</u></b>				
<b><u>Keeping excavations free of water:</u></b>				
16	Item			
<b><u>TESTS</u></b>				
Rates of filling, etc shall include for all density and soil type testing to prove that the specified compaction is achieved.				
When additional testing is done on instruction of the Architect and these tests are successful, they will be paid for additionally.				
<b><u>Prescribed density tests on filling:</u></b>				
17	No	10		
18	No	5		
			<b>R</b>	
Carried to Collection				
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Site Clearance And Bulk Earthworks				

	Unit	Quantity	Rate	Amount
19	No	5		
<p>Maximum dry density and optimum moisture content test in accordance with method A7 of TMH 1</p> <p><b><u>GRASSING, ETC.</u></b></p> <p><b><u>Ground preparation:</u></b></p>				
20	m <sup>2</sup>	571		
<p>Cultivation and preparation of areas to be planted, including general shaping and trimming of ground.</p> <p><b><u>Topsoil, compost, lime and fertilizer:</u></b></p>				
21	m <sup>2</sup>	571		
<p>Topsoil obtained from prescribed stock piles on site spread and levelled to average 150mm thick to areas around structures where directed and including in-place treatment of filled topsoil material by ripping, scarifying for a depth of 150mm and breaking down oversize material.</p> <p><b><u>Fertilizing:</u></b></p>				
22	m <sup>2</sup>	571		
<p>Fertilize garden top soil with 3:2:1 super phosphate spread at a rate of 1kg/10m<sup>2</sup> including working evenly into top 20mm depth of soil.</p> <p><b><u>Grassing of Kikuyu grass or equally approved roots in rows over site:</u></b></p>				
23	m <sup>2</sup>	571		
<p>Kikuyu grass or equally approved runners over topsoiled areas including watering and maintenance, etc until Practical Completion of the project, 3 months maintenance period after practical completion elsewhere measured.</p> <p><b><u>Maintenance:</u></b></p>				
24	Item			
<p>Maintenance of grassed and ground covered areas for a period of 3 months (total area approximately 571m<sup>2</sup>), including regularly weeding and irrigating as necessary.</p>				
Carried to Collection				
Section No. 3				
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Site Clearance And Bulk Earthworks				
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**BILL NO. 1**  
**SITE CLEARANCE AND BULK EARTHWORKS**  
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Site Clearance And Bulk Earthworks

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<p><b><u>SECTION NO. 3</u></b>  <b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>  <b><u>BILL NO. 2</u></b>  <b><u>STORMWATER DRAINAGE</u></b></p> <p><b><u>PREAMBLES</u></b>            For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b>            Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p> <p><b><u>Exposed concrete surfaces:</u></b>            Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster.</p> <p><b><u>Excavations:</u></b>            'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.            No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.</p> <p><b><u>STORMWATER CHANNELS</u></b>  <b><u>Excavation not exceeding 2m deep</u></b></p>				
1		Reducing levels and depositing excavated material in prescribed stock piles on site.	m <sup>3</sup>	26
<p><b><u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u></b></p>				
2		Off site to a dumping site to be found by the Contractor.	m <sup>3</sup>	26
<p><b><u>Filling supplied by the contractor under channels</u></b></p>				
3		G7 Base course material compacted to 98% Mod AASHTO density	m <sup>3</sup>	13
Carried to Collection				R
<p>Section No. 3            Bill No. 2            Stormwater Drainage</p>				

	Unit	Quantity	Rate	Amount
<p><b><u>Cast in-situ Ref 395 mesh reinforced concrete (25MPa) open stormwater channels having V-shaped waterway formed in top, finished smooth on all exposed surfaces in 3:1 cement plaster trowelled smooth and with angles rounded, cast in suitable lengths not exceeding 2m, including all formwork, moulds, shallow excavation, filling and ramming, laying to falls, bedding and pointing in 3:1 cement mortar.</u></b></p>				
4	m	124		
5	No	28		
6	No	2		
<p><b><u>Sundries:</u></b></p>				
7	m	20		
8	m	20		
<p><b><u>GABIONS, ETC.</u></b></p>				
<p><b><u>Excavation in earth not exceeding 2m deep:</u></b></p>				
9	m <sup>3</sup>	2		
<p><b><u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u></b></p>				
10	m <sup>3</sup>	2		
<p><b><u>Gabions of PVC coated galvanised wire boxes laced together and filled with max size 50/75mm broken hard and durable stone all in accordance with the 'Standard Specifications for Road and Bridge Works for State Road Authorities 1998'.</u></b></p>				
11	m <sup>3</sup>	2		
Carried to Collection			R	
<p>Section No. 3 Bill No. 2 Stormwater Drainage</p>				







	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 3</u></b>  <b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>  <b><u>BILL NO. 3</u></b>  <b><u>SOIL DRAINAGE AND SEWER RETICULATION</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p> <p><b><u>Note:</u></b></p> <p>All plastic pipe diameters are nominal external.</p> <p>All pipes shall be jointed and fixed strictly in accordance with the manufacturers instructions.</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.</p> <p><b><u>uPVC pressure pipes and fittings:</u></b></p> <p>All pipes shall be of the class stated.</p> <p>Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.</p> <p>Pipes of 50mm 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>Exposed concrete surfaces:</u></b></p> <p>Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster.</p> <p><b><u>Excavations:</u></b></p> <p>No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 3            Bill No. 3            Soil Drainage And Sewer Reticulation</p>			R	

	Unit	Quantity	Rate	Amount
<p>'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.</p> <p><b><u>Laying, backfilling, bedding, etc of pipes:</u></b></p> <p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.</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: SANS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SANS 1200.</p> <p><b><u>SOIL DRAINAGE, SEWER RETICULATION, ETC.</u></b></p> <p><b><u>NEW SEWER RETICULATION</u></b></p> <p><b><u>uPVC Class 34 sewer pipes:</u></b></p>				
1	m	6		
110mm Pipes vertically or ramped to cleaning eyes etc (no excavation).				
2	m	20		
110mm Pipes laid in and including trenches not exceeding 1m deep.				
3	m	38		
110mm Pipes laid in and including trenches exceeding 1m not exceeding 2m deep.				
<b><u>Extra over uPVC Class 34 pipes for fittings:</u></b>				
4	No	6		
110mm Bend.				
5	No	4		
110mm Access Bend.				
6	No	4		
110mm Y-Junction.				
7	No	2		
110mm T-junction.				
8	No	1		
110mm Access junction.				
<b><u>Gulleys:</u></b>				
9	No	2		
Precast concrete dished gulley surround including 110mm 'P' trap PVC gulley head and grating, complete, not exceeding 1000mm deep.				
Carried to Collection				
Section No. 3				
Bill No. 3				
Soil Drainage And Sewer Reticulation				
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		Unit	Quantity	Rate	Amount
17	Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk), in spoil heaps where directed on site.	m <sup>3</sup>	16		
18	Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk), off site to a dumping site to be found by the Contractor.	m <sup>3</sup>	12		
19	Filling with material from the excavations compacted to a density of at least 95% Mod. AASHTO maximum density in backfilling behind conservancy tank walls, etc.	m <sup>3</sup>	4		
20	Trim and level off surface of ground (excavated or filled under this Contract) to receive concrete surface beds, including excavating or filling, ripping and scarifying as necessary and compacting the whole area for a depth of 150mm to a density of at least 95% Mod AASHTO.	m <sup>2</sup>	9		
21	Keeping all excavations free of water.	Item			
22	Prescribed modified AASHTO Density tests on filling.	No	3		
23	15Mpa/19mm Unreinforced concrete in blinding under tank bases.	m <sup>3</sup>	1		
24	30Mpa/19mm Reinforced concrete in tank base.	m <sup>3</sup>	2		
25	30Mpa/19mm Reinforced concrete in tank cover slab.	m <sup>3</sup>	1		
26	30Mpa/19mm Reinforced concrete in tank walls.	m <sup>3</sup>	2		
27	Making and testing set of three 150 x 150 x 150mm concrete strength test cubes (Provisional).	Sets	3		
28	Finishing top surfaces of concrete slabs smooth with a wood float.	m <sup>2</sup>	13		
29	Rough formwork to sides of tank walls.	m <sup>2</sup>	34		
30	Rough formwork to soffits of tank slab.	m <sup>2</sup>	6		
31	Smooth formwork to edges and risers not exceeding 300mm high.	m	11		
32	Rough formwork to form 110mm diameter opening through 150mm wall.	No	2		
33	Rough formwork to form 150mm diameter opening through 200mm slab.	No	1		
34	Rough formwork to form 610mm diameter opening through 200mm thick slab.	No	2		
	Carried to Collection				
	Section No. 3				
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	Unit	Quantity	Rate	Amount
35	Various Diameter steel reinforcement bars in concrete.	Kg	450	
36	Type Ref 500 fabric mesh reinforcement, top and bottom, with 50mm cover, in concrete base and slab.	m <sup>2</sup>	31	
37	Type Ref 500 fabric mesh reinforcement, with 50mm cover, vertically in concrete walls.	m <sup>2</sup>	30	
38	110mm brick walls	m <sup>2</sup>	3	
39	30mm thick grano screed on floors to falls and currents in tanks.	m <sup>2</sup>	5	
40	Internal plaster to brick/concrete walls.	m <sup>2</sup>	20	
41	'abe Duraslurry' or equally approved waterproofing product to plastered walls, subject to approval by Engineer prior to application, including 100mm overlap at the base slab.	m <sup>2</sup>	20	
42	'Besaans Du Plessis' or equally approved 550mm Diameter SABS 558 Type 4 Manhole cover and frame, built into concrete slab.	No	2	
43	150mm Diameter T-Shaped galvanised steel vent pipe, with galvanised mentex expanded metal ref 118 welded to 2 x openings at ends, built into concrete slab and sealed with epoxy cement grout, all to Engineers Vent Detail Drawing No 34694.07-DET-04 8m3 Septic Tank.	No	1	
	<b><u>French drains / Soakaway :</u></b>			
44	French drain / Percolating Trench, size 600 x 1500mm deep x 8000mm long, consisting of excavated trench roughened along the sides and filled with 13mm stone packing size 600 x 1200mm high x 8000mm long, free of sand and dust, wrapped in A4 bidim or similar approved including laps, with 160mm diameter PVC pipe from Septic Tank and 160mm diameter PVC perforated pipe as percolation pipe 8000mm long running through top of stone in trench with pipe endcap one side and top of trench backfilled with coarse soil fill material, all to Engineers Percolating Trench Detail - See Drawing No 34694.07-DET-04 - 8m3 Septic Tank.	Item		
	<b><u>SUNDRIES</u></b>			
	<b><u>Sundries:</u></b>			
45	110mm PVC straight or skew rodding eye with removable plate cover jointed to 110mm uPVC pipe and set in and including 15 Mpa concrete surround size 300 x 500 x 150mm thick with exposed surface trowelled smooth.	No	4	
	Carried to Collection			R
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	Soil Drainage And Sewer Reticulation			





	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 3</u></b>  <b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>  <b><u>BILL NO. 4</u></b>  <b><u>WATER AND FIRE RETICULATION</u></b></p> <p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p> <p><b><u>uPVC pressure pipes and fittings:</u></b></p> <p>Pipes for water supply shall be of the class stated.</p> <p>Pipes of 50mm diameter and greater shall be to SABS 966 and 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 or cast steel as recommended by the manufacturer of the pipe, all with similar push-in type joints.</p> <p><b><u>Reducing fittings:</u></b></p> <p>Where fittings have reducing ends or branches they are described as 'reducing'. In the case of pipes with diameters not exceeding 60mm 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. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained.</p> <p><b><u>Corrosion Protection:</u></b></p> <p>External protection of all underground steel pipes, flanges, joints and couplings shall be by means of a 300 micron layer of coaltar epoxy of an approved make. External protection of all above ground steel pipes, flanges, joints and couplings shall be by means of a zinc coating. The finished surface shall be clean and uniform any excess being removed. The zinc deposit shall exceed 0.735 kg/m<sup>3</sup>.</p> <p><b><u>Joints, Bolts, Nuts and Washers:</u></b></p> <p>"Bolts, nuts and washers shall be treated as follows:</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 3            Bill No. 4            Water And Fire Reticulation</p>			R	



	Unit	Quantity	Rate	Amount
<p>Bolts and nuts shall be cadmium plated to BS 1706 and shall conform to grade 4.6 of SABS 135 and BS 916.</p> <p>Plain and tapered washers for use with mild steel bolts and nuts shall comply with BS 4320 and will be electro-galvanised to BS 1706.</p> <p>Plain and tapered washers for use with high tensile steel bolts and nuts shall be case hardened with a minimum hardness of Rockwell C-35.</p> <p><b><u>Corrosive Soil:</u></b></p> <p>All buried steel pipework and connections to be "DENSO" wrapped.</p> <p>"Fittings and joints shall be protected with 'Denso Tape' or similar approved material.</p> <p>After the joints and fittings have been tested, they shall be liberally and completely coated with 'Denso Paste' and immediately thereafter wrapped with 'Denso Tape'. Wrapping shall commence at a point at least 50mm beyond the opposite side of the joint or fitting. An overlap of at least 25mm shall be given on each turn.</p> <p>Care shall be taken to smooth down the tape so as to avoid air pockets and gaps through which water could penetrate. Any turned or damaged tape shall be replaced or patched to the satisfaction of the Engineer's Representative. The Contractor shall ensure that the wrapping is not damaged during backfilling.</p> <p><b><u>Galvanising:</u></b></p> <p>"Galvanised steel pipework, fittings, specials etc. Shall comply with SABS 934 and 763 and be entirely coated with zinc after fabrication by complete immersion in a zinc bath. The finished surface shall be clean and uniform and any excess being removed. The zinc deposit shall exceed the following.</p> <p>Coastal areas 0.735 kg/m<sup>3</sup></p> <p>Inland areas 0.400 kg/m<sup>3</sup></p> <p>"Coastal areas' shall apply to this contract."</p> <p><b><u>Pipeline Markers</u></b></p> <p>Where so instructed by the Engineer or as shown on the drawings, the Contractor shall erect pipeline markers. These markers will be precast concrete units manufactured out of 25 Mpa concrete to the dimensions shown on the drawings and shall comply with SABS 1200 GA Concrete.</p> <p>All markers to receive one primer coat followed by two coats of enamel based paint, colour blue, once erected.</p>				
<p style="text-align: right;">Carried to Collection</p> <p>Section No. 3                      Bill No. 4                      Water And Fire Reticulation</p>			R	

	Unit	Quantity	Rate	Amount
<p>Markers are to be erected 300mm off the edge of the pipe trench to the left of the trench and at right angles to the trench centre line at the points as indicated on the pipe longsections.</p> <p>At bends the marker will be erected at the P.I. Point of these 300 mm offset lines.</p> <p><b><u>Depth and Cover:</u></b></p> <p>Depth of excavation for pipe trenches shall be as per the drawing. The minimum required cover to the top of collars shall be 600mm.</p> <p><b><u>Testing:</u></b></p> <p>General</p> <p>Pipes shall be tested in convenient lengths not exceeding 500m per each test.</p> <p>Testing of Valves</p> <p>All valves shall be pressure tested according to SABS 664 or other applicable code at the appropriate test pressure.</p> <p>No separate payment shall be made for testing of valves and hydrants and the scheduled rates for the supply and installation of valves shall include for all costs in respect of testing.</p> <p><b><u>Disinfecting:</u></b></p> <p>All pipes are to be disinfected to a free chlorine count of 8 parts per million.</p> <p>No separate payment shall be made for disinfecting pipes and scheduled rates for piping shall include for all costs in respect of disinfecting.</p> <p><b><u>Excavations:</u></b></p> <p>No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling.</p> <p>'Soft rock' and 'hard rock' shall be as defined in 'Earthworks'.</p> <p><b><u>Laying, backfilling, bedding, etc of pipes:</u></b></p> <p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' and Engineers instructions.</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: SANS 1200 L : Medium pressure pipelines                      LD : Sewers LE : Stormwater drainage                      Pipe trenches etc shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SANS 1200.</p>				
Carried to Collection				R
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	Unit	Quantity	Rate	Amount
<b><u>WATER AND FIRE SUPPLIES, ETC.</u></b>				
<b><u>HDPE WATER PIPES</u></b>				
<b><u>Class 12 HDPE water pipes :</u></b>				
1	m	250		
2	m	25		
3	m	250		
4	m	25		
<b><u>Extra over Class 12 HDPE pipes for HDPE pressure fittings :</u></b>				
5	No	5		
6	No	2		
7	No	11		
8	No	3		
9	No	5		
10	No	2		
11	No	2		
12	No	2		
13	No	1		
14	No	1		
15	No	3		
16	No	2		
17	No	1		
Carried to Collection				
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	Unit	Quantity	Rate	Amount
50				
<p>Borehole Submersible Pump Chamber/Manhole, size 900 x 900mm wide overall x 985mm high overall, formed of 110mm brick wall sides in 1:3 cement mortar with and including brickforce every second course all round on and including 135mm thick 25/19Mpa concrete base with and including mesh ref 245 placed centrally, rendered internally in 1:5 cement plaster 10mm thick and with 100mm thick 30/19Mpa reinforced concrete surround slab on top including all reinforcing, rebated for and fitted with and including 1 Off Type Rocla Precast Concrete manhole cover with heave duty cover SABS 558 Type 2A CI manhole cover and modified frame complete with locking device as per Municipal details, all in accordance with SABS 558, bedded in 1:3 cement mortar and sealed in tallow including all necessary channels and fittings, excavations, filling, formwork, holes through sides for pipes, concrete encasing around pipes through side of manhole, etc. (See Typical Electric Submersible Pump Chamber Details as per Engineering Standard Details Drawing 34694.07-DET-06 - Borehole Pumpstation).</p>				
	No	1		
51				
<p>Galvanised steel vent pipe approximately 750mm long in borehole pump chamber.</p>				
	No	1		
<p><b><u>ISOLATION VALVES AND FITTINGS</u></b></p> <p><b><u>'Valves, etc':</u></b></p> <p><b><u>Note:</u></b></p> <p>All valves shall be coated and lined by means of a powder (sintered) epoxy coating with a dry film thickness of at least 250 micron without holidays.</p> <p>All valves, connecting pipe specials and fittings that show any surface corrosion shall be cleaned and protected to the Engineer's satisfaction.</p> <p>Sluice Valves shall be the resilient seal type water works pattern gate valve able to operate successfully under a maximum unbalanced static pressure of 1.6MPa. The valve body and other components shall comply with SABS 664/665, the valve shall be of the nonrising spindle type with clockwise closing and generally plain ended for installation in uPVC pipe lines.</p> <p>Valves shall all be provided with spindle caps for use with keys unless stated or indicated to the contrary.</p> <p>The valve gate shall be covered with a Nitrile rubber resilient seal. Spindles shall be manufactured from heat treated stainless steel grade 420S29, bonnet and gate shall be manufactured out of Spheroidal Graphite Iron Grade 420/12.</p>				
			Carried to Collection	R
<p>Section No. 3                  Bill No. 4                  Water And Fire Reticulation</p>				

	Unit	Quantity	Rate	Amount
All graphite iron and steel surfaces to be epoxy powder coated.				
<b><u>Valves, etc.</u></b>				
52	No	5		
50mm Diameter RSV flanged cast iron gate valve Class 16 (SABS 664) Right hand closing including installation on concrete support pad, joints, including cutting pipes where necessary.				
53	No	1		
75mm Diameter RSV flanged cast iron gate valve Class 16 (SABS 664) Right hand closing including installation on concrete support pad, joints, including cutting pipes where necessary.				
<b><u>Valve Chambers, etc.</u></b>				
54	No	6		
Valve chambers for Isolating Gate Valves size 810 x 810mm overall not exceeding 1m deep, consisting of SABS 558 Type 3A cast iron valve cover size 100 x 230 x 300mm, on 230mm brick footing on well compacted filling and corbelled 115mm brickwork with mortar, including excavations, backfilling, carting away surplus material, etc. - (See Isolating Valve Details as per Engineering Standard Details Drawing 34694.07-DET-01 - Water & Fire Reticulation Details).				
<b><u>PIPE SLEEVES UNDER ROAD FOR WATER SUPPLY</u></b>				
<b><u>Class 16 mPVC sleeve pipes:</u></b>				
55	m	35		
110mm Pipe sleeve, for 50/75mm pipes, laid in and including trenches not exceeding 2m deep across roads (pipes only - trenches measured elsewhere under water pipes).				
Carried to Collection				<b>R</b>
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	Unit	Quantity	Rate	Amount
<b><u>FIRE HYDRANTS, ETC.</u></b>				
<b><u>Fire Hydrants, etc:</u></b>				
56				
80mm Diameter 'Booster Pump Connection' Fire Hydrant complete, including 80 x 65mm Brass right angle shielded spindle fire hydrant Woodlands type valve with two caps and chains, 80 x 63mm diameter brass reducer and transition coupler with brass male thread and brass reducer bush to suit fire hydrant, 80mm tapered thread for B.S.P, including 80mm diameter galvanised pipework approximately 1500mm high with 80mm diameter galvanised long radius bend, approximately 1000mm long 80mm diameter pipework in ground Denso wrapped and fitted to main pipeline with hydrant tee (elsewhere measured), fitted to or encased in concrete hydrant pedestal (elsewhere measured), all as per SABS 1128-2/SANS 1128-2. - (See Fire Hydrant & Fire Hydrant Booster Pump Connection Details as per Engineering Standard Details Drawing 34694.07-DET-01 - Water & Fire Reticulation Details).	No	1		
57				
Extra for supplying hydrant keys to suit.	No	3		
<b><u>Fire hydrant pedestals:</u></b>				
58				
Reinforced concrete 25Mpa/19mm hydrant pedestal 700mm high above ground, cast around vertical 80mm diameter galvanised water pipe with bottom 1000mm minimum below ground level, 440 x 440mm square at base and tapering to octagonal shaped top 240 x 240mm overall including all necessary excavation, smooth off shutter formwork, concrete, 4 x Y12 reinforcing bars vertically, finished smooth off shutter and painted two coats of approved golden yellow B.S.S. 356 paint to exposed surfaces. - (See Fire Hydrant Details as per Engineering Standard Details Drawing 34694.07-DET-01 - Water & Fire Reticulation Details).	No	1		
<b><u>SUNDRIES</u></b>				
<b><u>Sundries:</u></b>				
59				
Extra over excavation in earth for pipe trenches, manholes, etc for excavation in soft rock.	m <sup>3</sup>	28		
60				
Extra over excavation in earth for pipe trenches, manholes, etc for excavation in hard rock.	m <sup>3</sup>	14		
61				
Extra over backfilling to drain pipe trenches, manholes, etc for selected approved imported earth backfilling, supplied by the Contractor.	m <sup>3</sup>	42		
Carried to Collection				
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	Unit	Quantity	Rate	Amount
62	Extra over excavation for pipe trenches, manholes, etc for carting away surplus material (where imported filling used) to a dumping site to be located by the Contractor.	m <sup>3</sup>	42	
63	Standard 200 x 200 x 40mm Thick 25/13Mpa precast concrete pipeline route markers complete with 150 x 150mm recessed section for and including 35 x 50mm High pipeline lable lettering, marker set level in ground, to route of underground pipes, including all excavations, backfilling, carting away, etc. and painted above ground with one coat primer and two coats enamel based paint once erected. - (See Pipeline Marker Set in Concrete Surface Details as per Engineering Standard Details Drawing 34694.07-DET-01 - Water & Fire Reticulation Details).	No	25	
64	Supply of valve key with 1200mm extension.	No	3	
65	15Mpa Concrete encasement to pipes or thrustblocks including formwork, etc.	m <sup>3</sup>	2	
66	Locating, exposing and cutting into existing 50/75mm class 19 uPVC water reticulation main line and connecting new 50mm uPVC pipe line including making good, etc.	Item		
<b><u>TANKS, ETC</u></b>				
Note: Shop drawings to be provided by Manufacturer/Supplier and approved by Engineer before manufacturing Tank & Stand.				
			Carried to Collection	R
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Water And Fire Reticulation				





	Unit	Quantity	Rate	Amount
81	15Mpa Mass Concrete in blinding layer under raft foundation base.	m <sup>3</sup>	2	
82	25 Mpa/19mm Reinforced Concrete in raft foundation base.	m <sup>3</sup>	18	
83	25 Mpa/19mm Reinforced Concrete stub columns cast around bottom of steel columns.	m <sup>3</sup>	1	
84	Steel reinforcement in varying diameters to structural concrete work.	Tonnes	2	
85	Rough formwork to sides of raft foundation bases, in foundations.	m <sup>2</sup>	14	
86	Smooth formwork to sides of rectangular stub columns.	m <sup>2</sup>	4	
87	Boxing in smooth formwork to top and side edge of stub columns to form 45 degree chamfer.	m	17	
88	20mm Diameter Stainless Steel Anchor bolts x 170mm Long supplied with tank and bolted into concrete raft base, including drilling and setting up and aligning in position.	No	16	
89	1:3 Cement : Sand Grout bedding approximately 10mm thick under 260 x 260mm base plates, well rammed and neatly worked off as necessary.	No	4	
90	Prime with one coat bitumen primer and one layer 4mm fully bonded 'Derbigum' or equally approved waterproof membrane comprising two bitumen layers reinforced with woven spunbonded polyester fabric and coated with polyethelene film for heat bonding, laid with 100mm side and 150mm end laps, to top of concrete raft slab.	m <sup>2</sup>	31	
Carried to Collection				
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	Unit	Quantity	Rate	Amount
<b><u>TESTING</u></b>				
<b><u>Testing:</u></b>				
91 Testing complete water and fire pipe line systems.	Item			
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	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 3</u></b>  <b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>  <b><u>BILL NO. 5</u></b>  <b><u>ROADWORKS, PARKING AREAS &amp; WALKWAYS</u></b></p>				
<p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p>				
<p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p>				
<p><b><u>Nature of ground:</u></b></p> <p>The Tenderer must acquaint himself with the nature of the material to be excavated.</p> <p>The nature of the ground is assumed to be loose fine to medium sandy material, therefore earth, but possibly interspersed with hard rock or soft rock.</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>				
<p>Section No. 3          Bill No. 5          Roadworks, Parking Areas &amp; Walkways</p>				
<p>Carried to Collection</p>				<b>R</b>
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	Unit	Quantity	Rate	Amount
<p><b><u>Dewatering of Excavations</u></b></p>				
<p>The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping , baling or otherwise.</p>				
<p>Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water.</p>				
<p><b><u>Density testing on filling</u></b></p>				
<p>Rates of filling, etc shall include for all density and soil type testing to prove that the specified compaction is achieved</p>				
<p>When additional testing is done on instruction of the Architect/Engineer and these tests are successful, they will be paid for additionally.</p>				
<p><b><u>Note:</u></b></p>				
<p>All Earthworks shall be done in accordance with the SANS 1200 specifications.</p>				
<p>Refer to the relevant sections in SANS 1200 Mk for the specification of roadworks which will apply in this Bill.</p>				
<p>Carried to Collection</p>				
<p>Section No. 3                  Bill No. 5                  Roadworks, Parking Areas &amp; Walkways</p>				
<p>154</p>				

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	Unit	Quantity	Rate	Amount
<p><b><u>Filling with approved G7 Sub-Base Course material (SABS 1200) supplied and carted onto site by the Contractor, under roadways and parking, and compacted to a density of at least 95% Mod. AASHTO maximum density:</u></b></p>				
4				
	m <sup>3</sup>	141		
5				
	m <sup>3</sup>	31		
<p><b><u>KEEPING EXCAVATIONS FREE OF WATER</u></b></p>				
<p><b><u>Keeping excavations free of water:</u></b></p>				
6				
	Item			
<p><b><u>TESTS</u></b></p>				
<p><b><u>Note:</u></b></p>				
<p>Control testing to be undertaken by the Contractor will be required to prove that the works have been executed in accordance with the Specification and Drawings.</p>				
<p>The Engineer will execute a certain number of check tests to monitor the control testing results submitted by the Contractor. Payment for these check tests will be made from the Provisional quantity allowed in the Bill of Quantities, if they are succesful.</p>				
<p>Rates of filling, etc shall include for all density and soil type testing to prove that the specified compaction is achieved.</p>				
<p>When additional testing is done on instruction of the Architect and these tests are successful, they will be paid for additionally.</p>				
			Carried to Collection	
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	Unit	Quantity	Rate	Amount
<b><u>Prescribed density tests on filling:</u></b>				
7	No	7		
8	No	7		
9	No	7		
10	No	7		
11	No	14		
<b><u>SOIL POISONING</u></b>				
<b><u>Approved brand of weedkiller mixed and applied strictly in accordance with the manufacturer's instructions :</u></b>				
12	m <sup>2</sup>	940		
13	m <sup>2</sup>	207		
<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				
<b><u>25MPa/19mm concrete</u></b>				
14	m <sup>3</sup>	18		
15	m <sup>3</sup>	3		
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	Unit	Quantity	Rate	Amount
<b><u>Horizontal (joggle) construction joints through concrete including thick cement slurry to one face</u></b>				
22	m	55		
<b><u>REINFORCEMENT, ETC.</u></b>				
<b><u>Fabric reinforcement</u></b>				
23	m <sup>2</sup>	207		
<b><u>WATERSTOPS, SEALING STRIPS, JOINT SEALANTS, ETC</u></b>				
<b><u>Approved polyurethane sealing compound including backing cord, bond breaker, primer, etc</u></b>				
24	m	55		
<b><u>BOND AND INTERLOCKING CONCRETE BLOCK PAVERS</u></b>				
Block paving to be manufactured in accordance with SABS Specification 1058 to the following compressive strength:				
Class 25 or 35MPa or as specified by the Engineer.				
Paving to be laid in accordance with SANS 1200MJ, SABS 1058 and the Concrete Manufacturers Association's specifications.				
Clean dry bedding sand complying with SANS 1200D to be laid under paving.				
			Carried to Collection	R
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	Unit	Quantity	Rate	Amount
<b><u>30MPa/19mm Reinforced concrete:</u></b>				
29	In edge beams to roadways.	m <sup>3</sup>	1	
<b><u>Finishing top surfaces of concrete with a wood float:</u></b>				
30	Top of edge beams.	m <sup>2</sup>	4	
<b><u>Rough formwork:</u></b>				
31	Edges not exceeding 300mm high.	m	26	
<b><u>Fabric reinforcement :</u></b>				
32	Type 193 fabric reinforcement in concrete edge beams, etc.	m <sup>2</sup>	4	
<b><u>KERBING CHANNELS, ETC.</u></b>				
<b><u>Precast concrete kerbing finished smooth on exposed surfaces including bedding, jointing and pointing, etc.</u></b>				
33	Standard Kerb (SABS 927-1969 Fig 2) 125 x 250mm high overall laid upright on and including 200 x 50mm thick unreinforced 15/19Mpa concrete bedding, with 150 x 300mm unreinforced concrete haunching at back of each joint in kerbing, including all excavation, backfilling, etc.	m	115	
34	Ditto but circular on plan not exceeding 4m radius formed with short lengths of straight kerbing including all excavations, backfilling, etc.	m	5	
Carried to Collection				
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		Unit	Quantity	Rate	Amount
35	Standard Kerb (SABS 927-1969 Fig 3) 150 x 300mm high overall laid upright on and including 200 x 50mm thick unreinforced 15/19Mpa concrete bedding, with 150 x 300mm unreinforced concrete haunching at back of each joint in kerbing, including all excavation, backfilling, etc.	m	135		
36	Ditto but circular on plan not exceeding 4m radius formed with short lengths of straight kerbing including all excavations, backfilling, etc.	m	10		
37	Ditto but circular on plan exceeding 4m radius.	m	5		
<b><u>PAINTING, ETC.</u></b>					
<b><u>Prepare surfaces, wash thoroughly, remove loose material, leave to dry and apply two coats Road Marking' acrylic road marking paint to roadways and parking areas all in accordance with Standard Provincial Road Practice including all setting out to:</u></b>					
38	100mm Wide solid white line to precast concrete paved roadways and parking.	m	100		
39	Standard "STOP" sign markings to precast concrete paved roadways and parking.	No	1		
40	Standard "DISABLED" sign markings to precast concrete paved roadways and parking.	No	2		
				<b>R</b>	
Carried to Collection					
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Roadworks, Parking Areas & Walkways					







	Unit	Quantity	Rate	Amount
<p><b><u>SECTION NO. 3</u></b>  <b><u>EXTERNAL WORKS (PROVISIONAL)</u></b>  <b><u>BILL NO. 6</u></b>  <b><u>FENCING</u></b></p>				
<p><b><u>PREAMBLES</u></b></p> <p>For Preambles refer to "Department of Public Works: Specification of Materials and Methods to be used - PW371-A" which shall be read in conjunction with and shall apply to all items in these Bills of Quantities.</p>				
<p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior approval from the Architect/Engineer.</p>				
<p><b><u>FENCING, ETC</u></b></p>				
<p><b><u>THE FOLLOWING IN STOCK-PROOF FENCING, ETC</u></b></p>				
<p><b><u>(Refer to Engineering Drawing No 34694.07-DET-07 for Detail of Stock-Proof Fencing)</u></b></p>				
<p><b><u>Site Clearance</u></b></p>				
<p>1 Allow for clearing site for the width of 1 000mm where fencing is to be erected including removing trees, shrubs etc. not exceeding 200mm girth, grubbing up roots and roughly levelling.</p>	m <sup>2</sup>	212		
<p>Section No. 3            Bill No. 6            Fencing</p>				
<p>Carried to Collection</p>				
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	Unit	Quantity	Rate	Amount
<b><u>Stock-Proof Fencing</u></b>				
<b><u>Galvanised barbed wire and smooth fencing wire stock fence with 100-125mm top diameter treated timber (or 2.5kg/m Y-steel) standards and 40mm diameter treated timber (or 0.56 kg/m Ridgeback Pattern) droppers/stakes, 100-125mm top diameter treated timber corner &amp; straining posts, anchor posts, gates, etc including galvanised steel bolts, straining eye bolts, etc. (See Stock-Proof Fencing Details).</u></b>				
2				
Fence 1220mm high of 5 strands galvanised barbed wire and 4 strands galvanised smooth fencing wires tied to standards (elsewhere measured) at not exceeding 12m centres with and including 40mm diameter treated timber (or 0.56kg/m Ridgeback Pattern) droppers/stakes at not exceeding 4m centres in between standards.	m	212		
3				
Extra over for 100-125mm top diameter treated timber pole 1850mm long (or 2.5kg/m Y-Steel) standard post, including 20Mpa/19mm concrete base 350 x 350 x 500mm high, including excavation, cart away, backfill, permeable layer, etc.	No	15		
4				
Extra over for Two (2) No Straing Posts of 2 Off 100-125mm top diameter treated timber poles 2100mm long with 100-125mm top diameter treated timber pole Anchor Post approx 1800mm long horizontally between straining posts, including 4-cord straining wire diagonally between posts and including 20Mpa/19mm concrete base to each post 600 x 600 x 900mm high, including excavation, cart away, backfill, permeable layer, etc.	No	5		
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		Unit	Quantity	Rate	Amount
10	700mm Diameter Galvanised Flat Wrap razor wire to bottom of fencing secured to weld mesh fencing (elsewhere measured).	m	298		
	<b><u>Posts for 2 350mm high Security Fence:</u></b>				
11	80mm Diameter galvanised mild steel intermediate/standard fencing post 3000mm long overall fitted with a pressed steel mushroom cap one end and 200 x 200 x 5mm baseplate at bottom and embedded 650mm deep into and including concrete base 400 x 400 x 750mm deep mass concrete (20 MPa) base.	No	99		
12	100mm Diameter galvanised mild steel corner fencing post 3000mm long overall fitted with a pressed steel mushroom cap one end and 250 x 250 x 5mm baseplate at bottom embedded 650mm deep into and including concrete base 400 x 400 x 750mm deep mass concrete (20Mpa) base, and with and including 80mm diameter galvanised mild steel stay post 2700mm long set raking and with top end flattened and welded to corner post, with base plate to bottom of stay post and embedded in 750 x 750 x 750mm mass concrete (20MPa) base.	No	14		
13	100mm Ditto as gate post 3000mm long overall, fitted with 80mm diameter galvanised mild steel stay, set raking and with top end flattened and welded to gate post, with post and stay both embedded in mass concrete (20 MPa) bases as last.	No	4		
14	12mm Diameter galvanised mild steel straining eye bolt with hook, threaded portion and two nuts and washers.	No	54		
15	Form 12mm diameter hole through fence post.	No	54		
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**BILL NO. 6**  
**FENCING**  
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**SECTION NO. 3**

**EXTERNAL WORKS (PROVISIONAL)**

**SECTION SUMMARY**

Bill No.

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**SECTION NO. 4**  
**PROVISIONAL SUMS AND ALLOWANCES**

**SECTION NO. 4**  
**PROVISIONAL SUMS AND ALLOWANCES**

**PROVISIONAL SUMS AND ALLOWANCES**

The following Nominated/Selected Sub-Contract amounts are for work to be carried out by Nominated or Selected Sub-Contractors in terms of the Conditions of Contract :

**General**

Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement/building contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances

Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned. Provisional sums are for material and equipment supplied and installed complete by firms of specialists.

NOTE: The Tenderers attention is drawn to the fact that unless otherwise described all Provisional Amounts stated are NETT and do not include any builders discount.

**Profit on Nominated/Selected Subcontractors :**

Where stated, the contractor may allow for profit if required

**General Attendance on Nominated/Selected Subcontractors :**

The item 'attendance' which follows each provisional sum for nominated/ selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/ selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement.

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Section No. 4  
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 Provisional Sums And Allowances

**Builder's Work :**

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

**NOMINATED / SELECTED SUB-CONTRACTORS**

**SIGNAGE**

**Signage :**

- 1 Provide the amount of R 90 000.00 (Ninety Thousand Rands) for Internal and External Signage & Main Entrance, not measured, to later specification, executed complete.
- 2 Profit on above item, if required.
- 3 Attend upon the firm executing the installation and make good.

	Amount
Item	90 000 00
Item	
Item	

**LANDSCAPING**

**Landscaping :**

- 4 Provide the amount of R 50 000.00 (Fifty Thousand Rands) for Landscaping, Planterboxes, pathways, etc., to later specification, executed complete.
- 5 Profit on above item, if required.
- 6 Attend upon the firm executing the installation and make good.

Item	50 000 00
Item	
Item	

Carried To Section Summary

**R**

Section No. 4  
 Bill No. 1  
 Provisional Sums And Allowances

**BOREHOLE**

**Borehole :**

		Amount
7	Provide the amount of R 320 000.00 (Three Hundred and Twenty Thousand Rands) for a New Borehole, including siting, drilling, testing, licencing, borehole casing, piping, valves, submersible borehole electric pump, cables, etc, all to later specification and details, executed complete. (Excludes Borehole Pumpstation Structures - Elsewhere measured).	Item 320 000 00
8	Profit on above item, if required.	Item
9	Attend upon the firm executing the installation and make good.	Item

**ELECTRICAL, ELECTRONIC AND MECHANICAL INSTALLATIONS**

**ELECTRICAL CONNECTION**

**Electrical Connection (Eskom) :**

10	Provide the amount of R 220 000.00 (Two Hundred and Twenty Thousand Rands) for a New Electrical Connection (Eskom) to later specification and details, executed complete.	Item 220 000 00
11	Profit on above item, if required.	Item
12	Attend upon the firm executing the installation and make good.	Item

Carried To Section Summary

**R**

Section No. 4  
 Bill No. 1  
 Provisional Sums And Allowances

**ELECTRICAL INSTALLATION INCLUDING SOLAR INSTALLATION**

**Electrical Installation Including Solar Installation :**

		Amount
13	Provide the amount of R 1 260 000.00 (One Million Two Hundred and Sixty Thousand Rands) for Electrical Installations, including LV Distribution Boards, Mains Cabling & Sub Mains Wiring, General Lighting, Luminaires, Power, Telephone & Lan System Wireways, Solar Installation & Sundry Items, all to later specifications, by Specialist, executed complete.	Item 1 260 000 00
14	Profit on above item, if required.	Item
15	Attend upon the firm executing the installation and make good.	Item

**ELECTRICAL INSTALLATION INCLUDING SOLAR INSTALLATION TO BOREHOLE PUMPSTATION**

**Electrical Installation Including Solar Installation to Borehole Pumpstation :**

16	Provide the amount of R 150 000.00 (One Hundred and Fifty Thousand Rands) for Electrical Installations, including LV Distribution Boards, Mains Cabling & Sub Mains Wiring, General Lighting, Luminaires, Power, Solar Installation & Sundry Items including Galvanised Solar Frame for Panels, all to later specifications, by Specialist, executed complete.	Item 150 000 00
17	Profit on above item, if required.	Item
18	Attend upon the firm executing the installation and make good.	Item

Carried To Section Summary

R

Section No. 4  
Bill No. 1  
Provisional Sums And Allowances

**FIRE DETECTION INSTALLATIONS**

**Fire Detection Installations :**

		Amount
19	Provide the amount of R 90 000.00 (Ninety Thousand Rands) for Fire Detection Installations to later specification, by Specialist, executed complete.	Item 90 000 00
20	Profit on above item, if required.	Item
21	Attend upon the firm executing the installation and make good.	Item

**HEATING, VENTILATION & AIR-CONDITIONING INSTALLATIONS**

**Heating, Ventilation & Air-Conditioning Installations :**

22	Provide the amount of R 135 000.00 (One Hundred and Thirty Five Thousand Rands) for Heating, Ventilation & Air-Conditioning Installations to later specification, by Specialist, executed complete.	Item 135 000 00
23	Profit on above item, if required.	Item
24	Attend upon the firm executing the installation and make good.	Item

**KITCHEN EQUIPMENT & REFRIGERATION INSTALLATION**

**Kitchen Equipment & Refrigeration Installation :**

25	Provide the amount of R 45 000.00 (Forty Five Thousand Rands) for Kitchen Equipment & Refrigeration Installation to later specification, by Specialist, executed complete.	Item 45 000 00
26	Profit on above item, if required.	Item

Carried To Section Summary

R

Section No. 4  
 Bill No. 1  
 Provisional Sums And Allowances

		Amount
27	Attend upon the firm executing the installation and make good.	Item
 <b><u>BUDGETARY ALLOWANCES</u></b>		
<b><u>The following budgetary allowances are for work to be executed by the Contractor and paid for in terms of the Conditions of Contract (work is to be remeasured at Bill rates where-ever possible).</u></b>		
<b><u>Main Entrance Feature Wall at Gate:</u></b>		
28	Provide the amount of R 25 000.00 (Twenty Five Thousand Rand) for the Construction of a Main Entrance Feature Wall at Gate, to later detail and specification, executed complete.	Item 25 000 00
<b><u>Sundry Builders Works :</u></b>		
29	Provide the amount of R 25 000.00 (Twenty Five Thousand Rand) for Sundry Builders Work to all trades, executed complete.	Item 25 000 00
<b><u>Locate, Expose, Re-route and Maintain Existing Services :</u></b>		
30	Provide the amount of R 15 000.00 (Fifteen Thousand Rands) to Locate and Expose Existing Services, Re-route and Maintain where nescessary.	Item 15 000 00
<b><u>MONETARY ALLOWANCES</u></b>		
<b><u>The following monetary provisions are to be omitted from the contract sum and used as directed below.</u></b>		
<b><u>Contingency Allowance :</u></b>		
31	Provide the amount of R 650 000.00 (Six Hundred and Fifty Thousand Rand) for a Contingency Allowance to be used for by the Principal Agent / Project Manager and approved by the Client, in terms of the Principal Building Agreement.	Item 650 000 00
Carried To Section Summary		<b>R</b>
Section No. 4		
Bill No. 1		
Provisional Sums And Allowances		



**Contract Price Adjustment Provisions (CPAP) / Escalation Allowance :**

32 Provide the amount of R 600 000.00 ( Six Hundred Thousand Rand ) for CPAP / Escalation Provisions as per the schedule in the Preliminaries Bill to be used in terms of the Principal Building Agreement.

	Amount
Item	600 000 00

Carried To Section Summary

**R**

**SECTION NO. 4**  
**PROVISIONAL SUMS AND ALLOWANCES**  
**SECTION SUMMARY**

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Amount

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**R**

Section No. 4  
 SECTION SUMMARY

Section No.	<b><u>FINAL SUMMARY</u></b>	Page	Amount
1	PRELIMINARIES	27	
2	BUILDING WORKS	119	
3	EXTERNAL WORKS (PROVISIONAL)	171	
4	PROVISIONAL SUMS AND ALLOWANCES	180	
	SubTotal excluding Value Added Tax		
	ADD VAT @ 15%:		
	Carried to Tender		<b>R</b>
	FINAL SUMMARY		

**Part C3: Scope of work**  
C3 - Scope of work

## C3 – Scope of Works

### 1 Background To ECDC

#### Vision

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

#### Mission

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

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

#### Legislative Mandate

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

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

### 2 Scope of Works

#### 2.1 General description of the works

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

#### The scope of work comprises the following:

The Construction of a New Community Centre and includes a Multi-Purpose Centre with Offices, Ablutions & Storage, with separate VIP Toilets, Gate House and Covered & Open Parking.

The offices to be provided are for the Ward Councillor, Traditional Councillor, SA Police Service, and Department of Agriculture and the centre includes toilet facilities for both male and female staff and visitors.

Lockable parking facility for a minibus and undercover parking bays for 6 vehicles.

A Guardhouse for managing site access and security.

Site works includes, platforms, concrete parking area, paved walkways, concrete ramps & aprons, elevated water tank, JoJo water tanks for rainwater collection, borehole water supply, onsite septic tank for sewer, steel security fencing & timber stock fencing and other related civil and electrical services with a solar electrical installation.

The following is a tabled summary of the areas relating to the scope of works:

<b>1</b>	<b>BUILDING WORKS</b>	<b>AREAS</b>
1.1	New Offices & Ablutions	278m <sup>2</sup>
1.2	New Guard House	9m <sup>2</sup>
1.3	New VIP Toilets	33m <sup>2</sup>
1.4	New Covered Parking	125m <sup>2</sup>
	<b>Total Building Works</b>	<b>445m<sup>2</sup></b>
<b>2</b>	<b>EXTERNAL/ENGINEERING WORKS</b>	
2.1	Steel Security Fencing 1.8m High	305m
2.2	Timber Stock Fencing 1.2m High	212m
2.3	Internal Roads & Parking (Concrete)	940m <sup>2</sup>
2.4	Internal Walkways (Concrete)	307m <sup>2</sup>
2.5	Grassed Area	571m <sup>2</sup>

## 2.2 Variation in the Scope of Work

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

## 2.3 Temporary works, etc.

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

## 3. General

### 3.1 Damage to other services

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

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

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

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

## **3.2 Local labour and local authorities**

Local Labour:

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

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

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

## **3.3 Liaison with Local Authorities**

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

3.3.1 Locating of existing underground services.

3.3.2 Protection of existing services during construction.

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

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

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

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

## **3.4 Community Liaison and Community Relations**

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

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

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

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

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

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

### **3.5.1 Safety Precautions**

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

### **3.5.2 Health and Safety Specifications**

Please refer to Part C.4.1 for the Health and Safety Specification.



## 4. CONDITIONS SPECIFIC TO THIS BID

### 4.1 Responsibilities and duties

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

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

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

### 4.2 Obligation to perform and sub-contracting

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

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

### 4.3 Performance guarantee

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

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

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

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

A cashier's or certified cheque

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

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

### 4.4 Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer

required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid

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

#### **4.5 ECDC facilities**

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

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

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

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

#### **4.6 Force majeure**

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

#### **4.7 Insurance**

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

#### **4.8 Responsibility to perform**

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

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

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

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

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

ECDC may also consider termination of the contract.

#### **4.9 Duration of the contract**

The construction project duration is **12 Months** from date of appointment.

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

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

#### **4.10 Payments and tax**

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

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

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

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

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

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

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

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

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

#### **4.11 Subcontracting**

The successful bidder will be required to subcontract mechanical and electrical works to a **5ME or higher** sub-contractor that will execute the electrical and mechanical works. If the successful bidder has multiple grading designations including that of a 5ME, they will not be required to subcontract however, they will need to submit proof thereof. This will only be required during the contract as the Electrical works is a Nominated/Selected sub-Contract under the main contract.

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

Further, and as indicated earlier in this document the contractor will ensure that, **where feasible, up to 30%** of the overall contract value excluding preliminaries, provisional sums and contingencies, will be undertaken by SMME entities.

**Part C4: Specifications/Drawings**  
C4 - Specifications/Drawings

## C4.1 – Health and Safety Specification

(See attached)

**OCCUPATIONAL HEALTH AND SAFETY  
SPECIFICATION**

Section	Title
1	Introduction
2	Purpose
3	Application
4	Definitions
5	Compliance
6	Site rules for contractors
6.1	Rules of conduct
7	Responsibilities of Contractors for construction work
7.1	Notification of construction work
7.2	Duties of Principal Contractors
7.3	Contractor's responsibilities, including Sub-Contractors
7.4	Legal appointments
8	Documentation and procedures
9	Application of COIDA and OHSA to construction work
9.1	Compensation for Occupational Injuries and Diseases Act
9.2	Occupational health and safety policy
9.3	Health and Safety Training and competency
9.4	Hazards and Potentially Hazardous Situations
9.5	Health and Safety Reps
9.6	Health and Safety Committee
9.7	General Documents / Record Keeping
9.8	Incident management and emergency plans
9.9	Contractors and Suppliers
9.10	PPE, Intoxication, Signage, Access Control
9.11	Portable Electrical Equipment
9.12	Permit to work (including hot work)
9.13	Work in confined spaces
9.14	Environmental Rules
9.15	Monitoring and Review
10	Application of the Construction Regulations, 2014
10.1	Risk assessment for construction work (CR 9)
10.2	Fall protection (CR 10)
10.3	Structures (CR 11)
10.4	Temporary works (CR 12)
10.5	Excavation (CR 13)
10.6	Bulk mixing plant (CR 20)
10.7	Lifting machines and lifting tackle (DMR 18)
10.8	Construction vehicles and mobile plant (CR 23)
10.9	Electrical installations and machinery on construction sites (CR 24)
10.10	Use and temporary storage of flammable liquids on construction sites (CR 25)
10.11	Water environments (CR 26)
10.12	Housekeeping and general safeguarding on construction sites (CR 27)
10.13	Stacking and storage on construction sites (CR 28)
10.14	Fire precautions on construction sites (CR 29)
10.15	Construction employee's facilities (CR 30)
11	Site-Specific and Design Risks
11.1	Hazard Identification & Risk Assessment Methodology
11.1.1	Baseline Risk Assessment
11.1.2	Task Risk Assessment
12	Cost schedule



## 1. Introduction

This Health and Safety Specification has been prepared in terms of the Client's responsibility [Construction Regulation 5 (1) (b)] to provide the Principal Contractor and Contractors with a documented Specification of all Health and Safety requirements pertaining to the associated works on the proposed construction site/s, so as to ensure the Health and Safety of all persons affected by the construction activities. This Health and Safety Specification highlights, but in no way replaces, the legal requirements that the Principal Contractor and Contractors are bound to comply with in terms of the contract.

- The client has made provisions in the tender for the Principal Contractor to price for the **cost of Health and Safety Measures** before and during the construction process [Construction Regulation 5 (1)(g)]. The Principal Contractor, in turn, needs to make the same provision when Contractors (Sub-contractors) tender or quote on work [Construction Regulation 7 (1) (c) (ii)].
- The Principal Contractor and Contractors are required to prepare a Health and Safety Plan based on the Client's Health and Safety Specification including other legal requirements applicable to their business, which shall be applicable from the date of commencement of and for the duration of the work [Construction Regulation 7 (1)(a)]. This documented plan must be based on a Hazard Identification and Risk Assessment (HIRA) which will serve to identify the hazards, and their associated risks, anticipated for the scope of works [Construction Regulation 9].

***Principal Contractors tendering must provide the Client with an appropriate Preliminary Health and Safety Plan (including a Preliminary Hazard Identification and Risk Assessment) as in Construction Regulation 7 and 9. This Plan must be submitted with the tender.***

## 2. Purpose

The purpose of the Health & Safety Specification is to provide the Principal Contractor and Contractor's tendering for the proposed construction work, and/or appointed for the above mentioned construction work with the necessary detail of all the health and safety requirements pertaining to the associated scope of works, so as to enable the Principal Contractor and Contractors to develop their Health and Safety Plans to be implemented on site with a purpose of ensuring the health and safety of all persons, property, equipment and other persons that may be affected by construction activities.

## 3. Application

The H&S Specification contains clauses that are applicable to occupational health and safety in construction and the document is intended to impose pro-active controls associated with the activities, plant & machinery and other aspects of the proposed construction work that impact on health and safety of persons, by means of a documented H&S Plan prepared by the Principal Contractor and Contractors.

Compliance to the requirements of the OHSAct and relevant legislation is in addition to the requirements of the H&S Specification and forms part of the Principal Contractor's and Contractor's responsibility. The Client and Client's Agent will monitor the Principal Contractor to ensure that the Principal Contractor and Contractors comply with the requirements of the OHSAct & other legal requirements, and will not prescribe to the Principal Contractor how such compliance is to be achieved.

## 4. Definitions

The following definitions apply.

For the purpose of the General Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

“CR” refers to the Construction Regulations, 2014

“GHSS” refers to this document (the General Health & Safety Specification) including any project - specific annexures that the engineers and designers could attach.

“OHSA” refers to the Occupational Health & Safety Act of 1993

“S” refers to a Section in the Occupational Health & Safety Act of 1993

“H&S” refers to Health and Safety

“Client” Alfred Nzo District Municipality

**Incident:** means any unplanned event that causes, or has the potential to cause, an injury or illness and/or damage to equipment, buildings, plant or the natural environment. Incidents range from near-miss incidents to serious incidents and emergencies.

“Near Miss” means an incident which has the potential to cause an injury or illness or damage to company property.

“Regulations” means, specifically, the Construction Regulations, 2014 as issued on 7 February 2014, under the Occupational Health & Safety Act of 1993, but not excluding the other applicable regulations existing under the Act.

“Site” means the lands and other places, made available by the Municipality or the Client for the purposes of the Contract, on under over in or through which the construction work is to be executed or carried out.

“Principal Contractor” and “Contractor” shall be as defined in the Regulations.

**Construction Work [CR 1]:** 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, Risk Assessment and Risk Control (HIRA)**

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 client.

**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.

**Construction Manager [CR 8(1)]**

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by the OHSA, 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**

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 [CR 1]**

Means an employer [OHSA 1] who performs construction work and includes principal contractors and sub-contractors.

**Health and Safety Plan (HSP) [CR 1]**

Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

The plan shall be applied from the date of commencement of and for the duration of construction work [CR 5(1)]

**Health and Safety File (HSF) [CR 1]**

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

**Disabling Injury Frequency Rate (DIFR)**

The number of disabling injuries (DI's) multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

**Disabling Injury Severity Rate (DISR)**

The number of days lost due to DI's multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

**Confined Space**

An enclosed, restricted or limited space in which, because of its construction, location or contents, or any work carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present

**5. Compliance**

5.1 The Principal Contractor and other contractors must establish, implement and maintain a system for identifying and accessing the legal and other health and safety requirements that are applicable to their organisation.

5.2 The Principal Contractor and other contractors shall ensure that these applicable legal and other requirements to which their organisation subscribes are complied with when establishing, implementing and maintaining their system, and when doing their construction activities. legal requirements referred to are legal requirements such as

- a) Occupational Health and Safety Act, number 85 of 1993 and its regulations as amended,
- b) Compensation for Occupational Diseases Act, number 61 of 1997
- c) Including all legal and other requirements to which the organisation subscribes.

5.3 All information regarding legal and other requirements must be kept up to date all the time.

5.4 The Principal Contractor and other contractors must communicate relevant information on legal and other requirements to all stakeholders.

## 6. Site Rules for Contractors

The site rule for contractors is the minimum standard with regard to specifications for construction work on this site. Contractors may have existing standards for each specific trade, but where conflict may arise between the contractor's standards and these Site Rules for contractors, the more stringent shall apply.

### 6.1. Rules of Conduct

Contractors and all employees under their control, including any visitors brought onto site must adhere to the following Rules of Conduct on Site:

Conduct Not Permitted:-

- No persons shall partake of, possess or sell drugs or alcoholic beverages on Site. Any employee or visitor whose actions and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling.
- Make use of water from fire hydrants
- Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- Bring onto site or have in your possession of a firearm, lethal weapon, camera, or any other recording device, unless authorised to do so.
- Assault, intimidate or abuse any other person.
- Operate construction equipment (vehicles or plant) without the necessary training/competency and authorisation.
- Display insubordination toward any supervisor, foreman or manager in respect to carrying out of properly issued instructions or orders for health and safety reasons.
- Enter into any areas where you have no business unless authorised to do so by the person in charge
- Negligently, carelessly or wilfully cause damage to property.
- Refuse to give evidence or deliberately make false statements during investigations
- Bring animals onto site.

Insubordination towards any foreman, supervisor or manager could lead to removal from site and/or dismissal and/or prosecution. Except insofar as the principles of common law, or conditions as determined by any relevant statutes are concerned, the decision of the Client or his Agent shall be final and binding in respect of any disputes that may arise from the interpretation of these rules.

## 7. Responsibilities of Contractors for Construction Work

### 7.1. Notification of Construction Work [CR 4]

Before construction work commences, the contractor shall notify the Provincial Director of the Department of Labour in writing if the construction work shall:-

- Include excavation work
- Include working at height
- Include demolition of a structure
- Include the use of explosives to perform construction work

The notification and submission to the local Department of Labour must be done on an Annexure 2 and a copy of the completed form kept in the health and safety file for inspection by an inspector, the client or an employee.

## 7.2. Duties of Principal Contractor's [CR 7]

The contractor must:-

- 7.2.1. Compile a suitable, sufficient, and coherent site specific health and safety plan [CR 7(1a)]
- 7.2.2. Keep on site a Health and Safety File with all required documents (CR 7 1b).
- 7.2.3. Ensure sub-contractors are appointed in writing, registered with COIDA and have necessary competences and resources to perform construction work safely.
- 7.2.4. Ensure all employees have valid medical certificate of fitness specific to the construction work performed and issued by an occupational health practitioner in a form of Annexure 3.
- 7.2.5. Ensure co-operation between all contractors [CR 7(4)] to comply with the Act.
- 7.2.6. Ensure compliance with the Act in terms of [CR 5(3)]
  - a. Provide relevant sections of these specifications to contractors as required
  - b. Appoint each contractor in writing and only appoint contractors who have the necessary competencies and resources may be appointed [CR 7(1) (v)]
  - c. Ensure each contractor's HSP is implemented and maintained throughout the duration of the project on site
  - d. Stop any contractor from work which is not in accordance with HSP / law or which pose a threat to health and safety of persons.
  - e. Sufficient information is provided to contractors where there are changes to design and construction.
  - f. Ensure every contractor is registered and in good standing with the Compensation Commissioner
  - g. Ensure potential contractors have made provision for the cost of health and safety measures
- 7.2.7. Negotiate and approve the HSP of each contractor [CR 7(1) (vi)]
- 7.2.8. All HSP's including the principal contractor's to be available on site [CR 7(1)]
- 7.2.9. All HSF's including the principal contractor's to be available on site [CR (7)]
- 7.2.10. A consolidated HSF to be handed over to the client on completion of construction including records of drawings, designs etc. [CR 7(1) (e)]
- 7.2.11. HSF to include updated list of all contractors, the agreements and their type of work [CR 7(1) (f)]

## 7.3. Contractor's Responsibilities [CR 7(2)] (including sub-contractors)

- 7.3.1. Provide their HSP to the principal contractor [CR 7(2)(a)]
- 7.3.2. Where a contractor appoints another contractor (sub-contractor) it is the responsibility of that contractor to apply sub regulation 1(b) to(g) of CR 7 as if he were the principal contractor [CR 7(3)]
- 7.3.3. No contractor to appoint another contractor (sub-contractor) unless the latter has the necessary competency and resources to perform the required work
- 7.3.4. To provide any information which affects the health and safety of any persons at work to the principal contractor [CR 7 (2) (e)]

## 7.4. Legal Appointments

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the HSF. All legal appointments shall be conducted in accordance with the requirements set out in the OHS Act and as per this specification. The tables below set out the appointment protocols for CR and OHS Act. It should be noted that these represent complete lists and not all these appointments may be required:

### 7.4.1. Construction Regulation Appointments

Reg.	Appointment	Appointee	Appointed by
CR 5 (1)(k)	Principal Contractor	16(2) for the company	Client

CR 7 (1)(v)	Contractor	Competent person	Principal Contractor
CR 8 (1)	Construction manager	Competent person	Principal Contractor
CR 8 (2)	Assistant Construction manager	Competent person	Principal Contractor
CR 8 (5)	Safety Officer	Competent person	Principal Contractor
CR 8 (7)	Construction Supervisor	Competent person	Principal Contractor
CR 8 (8)	Assistant Construction Supervisor	Competent person	Principal Contractor
CR 9(1)	Risk Assessor	Competent person	Principal Contractor
CR 11 (2a)	Structure Inspector	Competent person	Principal Contractor
CR 10 (a)	Temporary work designer and inspector	Competent person	Principal Contractor
CR 13 (1)	Excavation Work Inspector	Competent person	Principal Contractor
CR 14 (1)	Demolition Work Supervisor	Competent person	Principal Contractor
CR 20 (1)	Bulk mixing plant Supervisor	Competent person	Principal Contractor
CR 21	Explosive power tool Controller	Competent person	Principal Contractor
CR 21 (1k)	Construction Vehicle Inspector	Competent person	Principal Contractor
CR 24 (e)	Temporary Electrical Installation Inspector	Competent person	Principal Contractor
CR 28 (a)	Stacking and Storage Supervisor	Competent person	Principal Contractor
CR 29 (h)	Fire Equipment Inspector	Competent person	Principal Contractor
CR 29 (i)	Fire Team Members	Competent person	Principal Contractor

### **OHS Act Appointments and other relevant Regulations**

<b>Reg.</b>	<b>Appointment</b>	<b>Appointee</b>	<b>Appointed by</b>
OHSA 16 (2)	16 (2)	Contract Manager	16(1)
OHSA 17 (1)	Health & Safety Rep	Elected / Nominated	16(1)
GAR 9 (2)	Incident Investigator	Competent person	Principal Contractor
GSR 3 (4)	First Aider	Competent person	Principal Contractor
DMR 18 (11)	Lifting Equipment Operator	Competent person	Principal Contractor
DMR 18 (5)	Lifting Equipment Inspector	Competent person	Principal Contractor

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorised person and the appointee and kept in the Health and Safety file.

## 8. Documentation and Procedures

All required HSE documentation for the construction work, shall be kept in the HSF, which shall be available on site. The Construction Supervisor shall be responsible for the file on site and the Project Manager shall ensure that documentation is valid and up to date. The procedures to be used for the project are to be in accordance with contractor policy and as per the outcome of the HIRA exercise.

It is required that the documentation is filed in an orderly fashion for easy access. The following sections are suggested:

- Policies, permits, notifications etc.
- Health & Safety plans, specifications
- Appointments
- Incident management
- Inspection checklists
- Risk assessments
- Training
- Safe Work Procedures
- Hazardous Chemical Substances
- Medicals
- Audit reports

## 9. Application of COIDA and OHS Act to Construction Work [Items 8.11 to 8.15 only may not be applicable]

### 9.1. Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

Every contractor shall provide proof of registration and a valid letter of good standing with the Compensation Commissioner.

### 9.2. Occupational Health and Safety Policy [OHS Act 7]

The contractors must develop a Health and Safety Policy that:-

- Is appropriate to nature & scale of risks,
- Includes commitment to prevent injuries & ill health, and continual improvement of health and safety performance,
- Includes the commitment to comply with applicable legal and other requirements,
- Includes the setting of health and safety objectives and targets,
- Is documented, implemented and maintained,
- Is communicated to all stakeholders,
- Is reviewed periodically to ensure its relevant and appropriate to the construction company.

### 9.3. Health and Safety Training and Competency

A training needs analysis must be developed and training provided for all persons requiring training. Proof of training / competency must be made available on file.

#### 9.3.1. Induction Training

The principal contractor shall be responsible for the induction of all personnel entering the site including visitors, inspectors etc. Contractors doing specific construction work shall be responsible for the induction of their employees with respect to that specific work. Records to be kept on file for all personnel that undergo induction training.

#### 9.3.2. Awareness Training

In addition, the client would favour awareness training to be carried out such as weekly Toolbox Talks on relevant topics e.g. manual lifting, wearing PPE, safe use of portable electric tools etc.

### **9.3.3. Competency and CV's**

Where applicable, valid copies of certificates of competency of appointed personnel to be provided and kept in the HSF. Other training requirements such as those identified through the HRA process, to be completed and proof of that training also kept in the HSF. Where competency is achieved through experience, a brief CV will be required.

### **9.3.4. Specific OH&S Training**

Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S reps, Fire Marshals (CR21 Fire Equipment Inspectors) etc.

### **9.3.5. Medical Fitness**

All employees doing construction work on site must have a valid medical certificate of fitness specific to construction work to be performed and this must be issued by an occupational health practitioner in the form of Annexure 3.

## **9.4. Hazards and Potentially Hazardous Situations [OHSA 13]**

The principal contractor is responsible to ensure that all contractors and any visitors are warned of any hazardous or potentially hazardous situations, which may affect them on site and shall put any additional measures in place to assist in mitigating the risk of these hazards.

## **9.5. Health and Safety Reps [OHSA 17 and 18]**

The principal contractor shall be responsible to ensure compliance to this section of the OHSA as required and to ensure similar compliance of all contractors.  
If a rep is not required, the appointed Safety Officer will be responsible for these functions

## **9.6. Health and Safety Committee [OHSA 19 and 20]**

The principal contractor shall be responsible to ensure compliance to this section of the OHSA as required. If a committee is not convened, health and safety matters will need to be tabled and discussed at site meetings

## **9.7. General Documents / Record Keeping**

The principal contractor shall ensure that all Health and Safety documents and records, required by OHSA and Regulations are kept on site for reference purposes and auditing.

### **9.7.1. Inspections**

The principal contractor shall keep all records of inspections undertaken during the contract. An assessment will need to be made of what inspections are required and their frequency. The principal contractor is also responsible to ensure compliance to this requirement by all contractors

### **9.7.2. Audits [CR 5 (0) and 7 (1c)(vii)]**

The client's agent shall carry out regular audits on the principal contractor at least once per month. Similarly, principal contractors shall be responsible for carrying out regular audits on their contractors at least once per month. The results shall be tabled for action and discussed at the Health and Safety Committee meetings or the site meetings, as appropriate.



## 9.8. Incident management and emergency plans

The principal contractor shall create an Emergency Plan for the construction site. The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency no.'s etc. The plan shall be fully explained to all personnel during the induction training. All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place.

### 9.8.1. First Aid [GSR 3]

The principal contractor shall be responsible to ensure compliance to this regulation as required. In particular, a first aid box with the minimum stock as specified in the regulation will be located at the site office and there will be signage to indicate the location of the box. Attention is drawn to GSR 3(4) for the requirement of trained first aiders. It is also suggested that a trained first aider be made responsible for the box in terms of the following:

- Security – the box should not be left open but it must be accessible in case of emergency (spare key availability)
- Injuries - a record of first aid box injuries treated and the stock issued
- Stock – a regular inspection to maintain stock levels and check expiry dates

In addition, the first aid requirements should be noted for high risk substances or hazardous chemical substances and if these are to be used, then it should be addressed in the HIRA and the need for eye wash facilities assessed.

### 9.8.2. Incidents and Injuries – Investigation and Reporting

The Principal Contractor will ensure there is a management system to report and investigate all incidents. All incidents **including ALL near misses**, first aid box treatment, and all other serious incidents involving any form of disabling injury or fatality are to be reported to the Client and the **Clients H&S Agent telephonically immediately**. This shall be confirmed in writing as soon as possible after the incident. Failure to comply with these provisions will be considered a serious offence. "Recording and Investigation of Near Misses".

#### **Incidents**

The principal contractor shall provide evidence by means of a procedure or chart that he is fully aware of the "hierarchy" of incidents that can occur e.g. unsafe situations, near misses, first aid box injuries, medical cases, disabling injuries etc. He shall keep an incident register of all such incidents, investigate and implement corrective action where required. The client also reserves the right to request incident statistics from the principal contractor such as DI's, DIFR and DISR and it is advised that these are maintained.

#### **Injuries**

First aid box injuries have been addressed under 8.8.1 above. More serious injuries requiring transport of the injured person to the nearest hospital or doctor or the calling of an ambulance and paramedic personnel will be the responsibility of the principal contractor's appointed personnel such as the Construction Supervisor, First Aider and Safety Officer. It is advised that all required emergency numbers be on hand and prominently displayed.

As all contractors are registered and in Good Standing with the Compensation Commissioner, it will be the responsibility of the contractor whose employee has been injured, to make the necessary report and claims to the Commissioner.

### **9.8.3. Accident and Incident Reporting and Investigation [OHSA 24, GAR 8, 9 (1) & (2)]**

Should an incident or accident investigation need to be conducted, a competent person shall be appointed to conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9 – “Recording and Investigation of incidents”. Particular attention is also drawn to OHSA 24, the reporting of certain incidents to an inspector of the department of labour.

The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the Client, Clients H&S Agent and contractors.

The Client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

### **9.9. Contractors and suppliers [OHSA 37(2)]**

The client shall enter into an “Agreement with Mandatory” in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed principal contractors. Likewise all principal contractors shall enter into a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicles or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competence and medical certification must be provided.

The principal contractor shall ensure that all contractors are issued with this safety specification where reasonable. The principal contractor shall assist and ensure that 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 subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

### **9.10. Personal Protective Equipment, Intoxication, Signage and Access Control**

#### **9.10.1.1. Personal Protective Equipment (PPE) [GSR 2]**

The principal contractor shall through the Risk Assessment process identify the specific PPE needs per activity. Contractors, as employers, will be responsible for the issue of the required PPE. Should PPE be lost or stolen, then the employee will be issued with new PPE. Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement. Training in the use of this shall be provided. Visitors shall be informed of PPE requirements prior to their visit so that they may enter the site.

#### **9.10.2. Intoxication [GSR 2A]**

The principal contractor shall ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs.

#### **9.10.3. Display of signs [GSR 2B]**

The principal contractor shall make use of signage to assist in enforcing compliance to any requirement specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable. Approved signs as per SABS standard approved colours must be used.

#### **9.10.4. Access control [GSR 2C]**

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. The reasons for this are as follows:

- The principal contractor is the 'employer' on the site and is responsible for section 8 of OHSA for employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo induction training to inform them of the hazards present on the site. This includes contractors, visitors, inspectors etc.
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system
- The number of people and their purpose on the site must be known in case of emergency and evacuation
- Security reasons

The principal contractor shall post notices at the site informing all those entering the site of these requirements.

#### **9.11. Portable Electrical Tools [EMR 9]**

This regulation shall be complied with as a minimum requirement. Regular inspections of all Portable Electrical Tools such as drills, angle grinders etc., and shall be carried out. In particular:

- Only trained personnel shall operate such equipment.
- The Construction Supervisor shall ensure operation of the equipment is in accordance with the HRA requirements and Safe Working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talk) to ensure compliance.
- The Construction Supervisor shall ensure the required PPE is provided and properly used.

#### **9.12. Permit to work (including hot work)**

The principal contractor shall ensure that:

- All work being carried out on the site has been approved through the necessary project control system.
- Permits required from third parties such as town councils for utility and sewage services are in place.
- A permit system is operational so that work consisting of many tasks related to the construction on site, can be carried out without endangering the health and safety of personnel on site, neighbours and the public surrounding the site and/or causing damage to property.
- In particular, attention is drawn to GSR 9, which details the requirements for welding, flame cutting, soldering and similar operations (hot work).

#### **9.13. Work in confined spaces [GSR 5]**

The principal contractor shall ensure that no work is carried out in a confined space unless it is safe to do so. All the requirements of this regulation shall be met. Attention is drawn to the fact that further precautions are required if hot work is to be carried out in a confined space as per GSR 5(5) and GSR 9(2).

In addition, CR 13(2j) specifies that excavations are regarded as confined spaces and these precautions need to be applied.

#### **9.14. ENVIRONMENTAL RULES**

The Contractor shall give effect to and maintain all safeguards and standards and take such measures as may be necessary for the protection of the environment. Prevention of any type of pollution must be taken into consideration when performing all construction activities on site.

##### **9.14.1 Clearing**

The Contractor shall comply with the following conditions and requirements for clearing:

- Follow the Occupational Health and Safety Act, the Environmental Regulations for workplaces and Project EMP.
- Areas to be cleared will have boundaries clearly marked by tape, pegs or other means and will conform to limits on design drawings.
- Clearing will not commence until drainage control works are in place.
- Cleared vegetation should be windrowed along the contour to assist with erosion control.
- Any area which is not to be disturbed under requirements of the *Cultural Heritage Management Plan* will be clearly identified.
- Vegetation clearance will be restricted to that necessary for the works.
- The Engineer is to be notified immediately if contaminated soil is discovered.
- Traffic shall be confined to maintained tracks and roads.
- Particular care shall be taken to minimise disturbance to the bed and banks of watercourses.

##### **9.14.2 Noise and Vibration**

The Contractor shall ensure that the exposure of persons to noise is prevented by all means and where it is not possible to prevent it, to adequately control the noise. The noise-induced hearing loss regulations must be complied with.

Each of its mobile and fixed plant and that of its subcontractors' are fitted with appropriate noise suppression equipment to ensure that noise levels from such plant are contained within the relevant limits prescribed by relevant industrial safety and environmental legislation, regulations and site standards. If there is a noise problem with electric power generating equipment, compressors, or other facilities under the control of the Contractor, additional noise suppression shall be erected by the Contractor at the Contractor's cost around the offending unit(s). Any deviation from the above listed practices is to be rectified at the Contractor's cost.

##### **9.14.3 Transport, Storage and Handling of Hazardous Substances and Dangerous Goods**

*The Contractor shall comply with the following conditions and requirements for storing and handling hazardous and dangerous goods:*

- Comply with Hazardous Chemical Substance Regulations.
- Provide a list of hazardous substances and corresponding MSDS prior to bringing substances on Site.
- Substance register to be held at each storage facility.
- Corrosive materials to be stored and handled in accordance with HCS Regulations 14.

- Fuel, oils and substances in containers of 210 litres or more shall be stored in a bunded area with capacity of at least 110% of the total quantity of HCS.
- Fuel, oils and substances in less than 200 litre drums shall be stored as above or in a fenced and roofed compound.
- All fuel, oils and substances must be clearly labelled.
- Transfer of bulk fuel and handling of hazardous substances shall be conducted only by appropriately trained personnel.
- Spill clean-up kits including absorbent materials shall be kept at each storage facility.

#### **9.14.4 Erosion and Oil Traps**

The Contractor shall comply with the following conditions and requirements for erosion, sedimentation, silt and oil traps:

- Land disturbance will be restricted to that necessary for the works.
- Topsoil will be salvaged for use in rehabilitation.
- Storm water from upstream catchments will be diverted away from construction areas.
- Drains will be protected to prevent scouring if necessary.
- Sediment traps, silt fences or hay bales will be installed to control sediment where necessary and where directed by the Engineer.
- Sediment traps will be cleaned periodically.
- Hazardous materials will be bunded or stored such that contaminated run-off is not generated.
- Traffic will be confined to maintained tracks and roads.
- Particular care will be taken to minimise disturbance to the bed and banks of watercourses.
- Rehabilitation of disturbed areas will be carried out promptly.
- The Contractor shall maintain its specific work area so as to prevent erosion of adjacent soils by surface runoff. Temporary diversion drains shall be used to divert storm water away from the Contractor's work area, where necessary.
- The Contractor shall provide and maintain all silt traps and oil traps necessary for the execution of the work under the Contract and for the protection of the environment as required by the Specification and as directed by the Engineer.

#### **9.14.5 Dust Prevention**

*The Contractor shall comply with the following conditions and requirements for air quality and dust:*

- Dust generated by construction activities will be suppressed by water spraying, to levels that are safe for Site personnel.
- Speed limits on unsealed roads will be limited to a maximum speed consistent with the minimisation of dust generation.
- Earthworks Supervisors must pay particular attention to the management of topsoil stripping such that dust does not become a safety hazard or severe nuisance.
- All dust complaints will be investigated promptly and appropriate action initiated to reduce nuisance.

#### **9.14.6 Waste Management**

- The Contractor shall provide suitable rubbish receptacles at the Site and shall ensure that all litter is collected in them and properly disposed of off Site in accordance with the requirements of the relevant statutory requirements.
- The Contractor shall ensure proper collection and off-site disposal of all industrial wastes in accordance with relevant statutory requirements.

- The Contractor shall apply the principles of Waste Minimisation by reducing the amount of waste generated on Site by their operations and activities as much as possible. The Contractor shall provide for recycling of glass, metals, plastics and paper.

#### **9.14.7 Weed Management**

The Contractor shall comply with the following conditions and requirements for weed management:

- Contractors shall ensure that all machinery, equipment and vehicles are washed down at a wash facility before entering the Site and again when leaving the Site.
- Plants and soil shall not be removed from the Site without authorisation.
- Soil or other material shall not be brought onto Site if it has originated from an area known to contain environmental weeds or declared weeds under the Rural Lands Protection Act 1995.
- Areas disturbed or rehabilitated as part of a Contract will be inspected upon completion of the works. The Contractor shall eradicate any declared weeds found.
- Seed used in rehabilitation shall be free of declared weeds.
- Control measures (including use of herbicides) must be consistent with manufacture's recommendations, safe practice and recommendations in the Department of Natural Resources Pest Fact series.
- Include information on the importance of weed control in inductions.

#### **9.14.8 Found Object**

All fossils, coins, articles, minerals of commercial value and objects of antiquity and structures and other remains and things of archaeological interest discovered at the Project Site shall be deemed to be the absolute property of the Company. The Contractor shall take reasonable precautions to prevent the Contractor's employees, subcontractors and the employees of subcontractors and any other persons from removing and damaging any such article and thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out, at the expense of the Company and at the Engineer's direction, the protection and or disposal of same.

#### **9.15 MONITORING, AUDIT AND REVIEW**

- The Client's Agent shall have the right to conduct audits / inspections of the Contractor's operations, equipment and procedures at any time, and the Contractor shall fully co-operate with the Client's Agent during such audits / inspections.
- The Client's Agent rights under this clause shall not relieve the Contractor of its obligations to conduct audits and reviews of its own safety and health performance.
- Where such Client's Agent audits reveal deficiencies in the Contractor's procedures, equipment, training, drills, etc., the Contractor shall rectify such deficiencies as soon as practicable, and provide to the Client's Agent a status report on all outstanding corrective actions. Where such deficiencies include an unsafe practice or a breach of the Statutory or the Contract's requirements, the Client's Agent may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

#### **10. Application of the Construction Regulations, 2014**

**[Please note: this is the complete list. Item 10.1 is compulsory and the rest are applicable if relevant to the work being carried out]**

##### **10.1. Hazard Identification, Risk Assessment and Risk Control (HIRA) [CR 9]**

The contractor shall prior to the commencement of any construction work perform a HIRA exercise, which will form part of the HSP and file for the project.

A copy of the HIRA shall be made available for viewing to the client's OHS agent and shall be kept in the Health and Safety File.

**NB:** The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

Below is a list of activities, which may be considered for HIRA if the activity is to be carried out on site. The list is not exhaustive but gives examples of activities for a construction site:

- Traffic Management– restrictions etc.
- Site security and access
- Existing services, overhead and underground
- Ground conditions
- Excavations
- Batching on site
- Brickwork
- Activities that affect adjacent sites
- Excavations in particular those adjacent to roads or sidewalks
- Lifting operations such as offloading and moving equipment
- Stacking, storage of equipment and materials, and good housekeeping
- Use of hand tools
- Use of portable electrical equipment (power tools)
- Use and storage of flammable and hazardous chemicals such as petrol, diesel, etc.
- Waste management including removal of hazardous waste
- Environmental restraints such as effluents, boundary noise and dust
- Temporary site accommodation
- General hazards to site personnel such as noise and dust.

**The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.**

#### **10.2. Fall Protection [CR 10]**

Regulation 10(1)(a) of this regulation states that a contractor shall designate a competent person, to be responsible for the preparation of a fall protection plan.

#### **10.3. Structures [CR 11]**

The appointed contractor shall meet the requirements of this regulation. Attention is drawn to CR 11(2)(a) which requires the designer to inspect the structure at appropriate times when mandated by the Client and the record of these inspections to be available on site.

#### **10.4. Temporary works [CR 12]**

Section (a) of this regulation states that this work must be carried out under the supervision of a competent person who has been appointed in writing. All the requirements of CR 12 shall be met. For inspection again, attention is drawn to section (f), the records of which must be available on site.

#### **10.5. Excavations [CR13]**

Section 1 of this regulation states that this work must be carried out under the supervision of a competent person, who has been appointed in writing. All the requirements of CR 13 shall be

met. For inspection of excavations, attention is drawn to sub regulation 2(h), the records of which must be available on site.

#### **10.6. Bulk mixing Plants [CR 20]**

Section 1 of this regulation states that batch plants must be operated and supervised by a competent person, who has been appointed in writing. All the requirements of CR 20 shall be met.

#### **10.7. Lifting machines and lifting tackle [DMR 18] , Cranes [CR 22]**

All the requirements as far as GMR 18 is concerned, compliance to these requirements will be the responsibility of contractors using any lifting equipment and lifting tackle.

The principal contractor must comply with the requirement of the Construction Regulations 22 and the requirements of the Driven Machinery Regulations 1988.

#### **10.8. Construction vehicles and mobile plant [CR 23]**

It will be the responsibility of each contractor on site to ensure compliance of their construction vehicles and mobile plant to these regulations.

This includes vehicles to be used for transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

- Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.
- Road safety principles shall be adhered to on and off site.

If a mobile crane or other mobile plant is hired, only approved hire companies shall be contracted to provide such equipment. The Construction Supervisor shall ensure compliance of the provider to these regulations. In particular attention is drawn to the competence and fitness of the operator [section 1(d)] and the inspection of the equipment [section 1(j)]

#### **10.9. Electrical Installations [CR 24], including [EIR] and [EMR]**

The requirements of these regulations shall be met as required, by the appointed electrical contractor. A competent person will be appointed for inspection and control of all temporary electrical installations as per CR 24(d) and (e) respectively.

#### **10.10. Use and storage of flammable liquids [CR 25], and hazardous chemical substances [HCSR]**

All the requirements of CR 25 shall be met

In terms of HCSR, contractors shall ensure that all hazardous chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the important sections of the MSDS such as:

- Hazards
- First aid measures
- Firefighting measures
- Accidental release measures
- Handling and storage
- Exposure control especially PPE
- Disposal



First Aiders shall be made aware of the MSDS and how to treat HCS incidents appropriately. Copies of MSDS's will be available on site and in the HSF.

#### **10.11. Water Environments [CR 26]**

The requirements of this regulation shall be met.

#### **10.12. Housekeeping [CR 27] including [ERW(6)]**

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

#### **10.13. Stacking of Materials [CR 26] including [GSR(8)]**

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principles as per these regulations.

#### **10.14. Fire precautions [CR 29]**

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (l)) the details of which will be imparted to contractors, visitors etc. through the site induction.

#### **10.15. Construction welfare facilities [CR 30]**

The principal contractor shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

- Change room facilities
- Adequate toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating.

Waste bins shall be strategically placed and cleared regularly.

### **11. Site Specific and Design Risks**

**[Please note: this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction process, as well as the hazards identified and listed below.]**

#### **11.1 Hazard Identification and Risk Assessment Methodology**

##### **11.1.1 Baseline Risk Assessment**

A Baseline Hazard Identification and Risk Assessment must be carried out during the preliminary stages of the construction/demolition project for the purposes of attempting to reduce the possibility of accidents or ill health occurring.

Taking into account the constraints of time and resources, every effort must be made to identify the hazards and recommend possible solutions. It is not reasonably practicable to expect the baseline risk assessment to identify all hazards, which is why task risk assessments are carried out on site.

These are some of the risk the contractor may be exposed to,

Hazard	Risk
● Work around the community	Injuring members of the community Children playing around the work area Drownings
● Excavations	Collapsing of excavation Community falling into excavation Flooding resulting to drownings Livestock falling into the excavations
● Mobile plants and construction vehicles	Air and ground pollution Mobile plant hitting people around Mobile plant hitting other road users Mobile plant damaging services
● Steel fixing	Cut by steel Hit by steel resulting to body injuries Tripped by steel resulting to body injuries
● Concrete work	Heat by concrete Ground pollution Water pollution
● Rubble	Community exposed to rubble Ground pollution
● Stacking of material	Material falling and hitting people around Ground pollution
● Height work	Falling from height resulting to fatality Employees hit by falling material resulting to serious injuries

### 11.1.2. Task Risk Assessment

Once on site, every contractor shall perform task risk assessments, using the baseline risk assessment as a guide.

The Risk Assessment should be reviewed once on site and thereafter after any incident, change in design or every one-year period, whichever occurs first. Additional hazards highlighted or a change in the risk factor should have a separate risk assessment carried out and filed.

The Risk Assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazard.

12.

## ANNEXURE A (OHS REQUIREMENTS – SCHEDULE OF COSTS)

## SCHEDULE OF OHS COSTS

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Amount – Rands</i>
<b>1.</b>	<b>Site Establishment &amp; Facilities</b>		
1.1	OHS File – Site Specific	1	
1.2	Temporary Site Office	1 per contractor	
1.3	Temporary Electrical Connection	1	
1.4	Temporary Water Connection	1	
1.5	Portable Chemical Toilets – Male/ Female	As per Risk Assmnt	
1.6	Change Room Facilities – Male/ Female	As per Risk Assmnt	
1.7	Eating area Facilities	1	
1.8	Notice Board	1	
1.9	Construction Site Signage Board	1	
1.10	Signage - PPE Required for Site	As per Risk Assmnt	
1.11	Hazardous Substance Store & Signage	1	
1.12	Fire Extinguisher 9kg DCP	As per Risk Assmnt	
1.13	Regulation 3 First Aid Box Complete	1	
1.14	Regulation 7 Blood Spill Kit	1	
1.15	Hazardous Substance Spill Kit	1	
1.16	Spare Protective Clothing – i.e. Hard Hats, hearing, respiratory, eye and hand protection and reflective vests.	As per risk assessment	
1.17	Perimeter hoarding/ shadecloth	All	
1.18	Waste Material Skips	As per Risk Assmnt	
<b>2.</b>	<b>Administration and Documentation</b>		
2.1	medical certificate/s of fitness	All	
2.2	Scaffold safe-to-use certificate	All	
2.4	Access Control – Security	As per Risk Assmnt	
2.7	First Aider/s	As per OHS Act	
2.8	Fire Marshalls	As per Risk Assmnt	
2.9	Full Time Safety Officer	1	
2.10	Safety Representatives	As per OHSAct	
<b>3.</b>	<b>Other</b>		

## C4.2 – Architectural Drawings

(See attached)

## C4.3 – Engineering Drawings

(See attached)