

MALUTI-A-PHOFUNG MUNICIPALITY



BID NUMBER: SCM/BID25/2023/2024

**APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF
CHARLES MOPEDI STADIUM PHASE 2**

CLOSING DATE: 27 JUNE 2024 AT 10H00

PREPARED FOR:

MALUTI-A-PHOFUNG MUNICIPALITY

PRIVATE BAG X 805

WITSIESHOEK

9870

CONTACT PERSON: H.W. UNGERER

Cell: 078 538 1722

Email: pjhcc@lantic.net

PREPARED BY:

SUPPLY CHAIN MANAGEMENT UNIT

MALUTI-A-PHOFUNG MUNICIPALITY

PRIVATE BAG X 805

WITSIESHOEK

9870

TEL: (058) 718 3871/3863

FAX: (058) 713 0459

NAME OF BIDDER _____

BID AMOUNT; EXCL/INCL VAT _____

CSD NUMBER: _____

**NOTE: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE
OF THE STATE**

MALUTI-A-PHOFUNG MUNICIPALITY



NOTICE NUMBER: 28/2023

BID NO SCM/BID25/2023/24

APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF CHARLES MOPELI STADIUM PHASE 2

Maluti-a-Phofung Municipality hereby invites Bids for Upgrade of Charles Mopeli Stadium Phase 2

Requirements:

- Bidders must submit Copy of Company Registration Certificate (CRC) Reflecting Active Members (Except for Sole Traders and Partnership).
- Bidders must be registered with Central Supplier Database (CSD), CSD number must be provided.
- CIDB grading 6GB PE and 7GB
- Bidders are required submit their unique personal identification Number (Pin) issued by SARS to enable the Municipality to view the taxpayer's profile and tax Status
- In Bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) Certificate/Pin/CSD Number
- All supplementary forms including municipal rates and taxes clearance certificate form contained in the bid documents must be completed in full or (submit a proof that the municipal rates and taxes are not in arrears for more than three months)
- Copy of company profile
- Briefing Session
- Sealed Bids should clearly indicate: **Description of the Project and Reference of the Bid number APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF CHARLES MOPELI STADIUM PHASE 2 (SCM/BID26/2023/2024)**

Briefing Session:

31 May 2024 @ 10H00.

Venue: Maluti-A-Phofung Municipality
(Municipal Infrastructure Department)

Closing date:

27 JUNE 2024

Bid Box:

Bid Box No. "B"
Maluti-a-Phofung
Municipality Setsing
Business Centre
C/O Moremoholo &

Motloung streets
Phuthaditjhaba

Supply chain enquiries:(058) 718 3871/ (058) 718 3863 – thabisot@map.fs.gov.za
lebohanga@map.fs.gov.za
thabangml@map.fs.gov.za

Technical Enquiries: **H.W. UNGERER** @ 078 538 1722– pjhcc@lantic.net

Please note:

1. **No bids will be accepted from persons in the service of the state.**
2. Bid documents will be obtainable as from Friday **24 May 2024** after **10h00 am** from the cashiers point, Phuthaditjhaba offices upon payment of a **R 1 132.80** non-refundable fee (cash or bank guaranteed in favor of Maluti-a-Phofung Municipality) or can be downloaded on E-tender portal.
3. No telegraphic, telefaxes and late Bids will be accepted.
4. Municipality is not bound to accept the lowest Bid.
5. Municipality reserve the right not to award the bid.
6. Municipal Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 2000 (80/20 preferential points allocation system in line with revised Procurement Regulations of 2022 by using the balance scorecard methodology) will be applied.
7. Empowerment goals as per the Municipality Preferential Procurement Policy will be allocated as follows:
 - **Empowerment goal as per the Municipal Preferential Procurement Policy will be allocate as follows:**
 - ❖ Historically Disadvantaged Persons (any person who had no franchise in National elections prior to the introduction of the constitution of the Republic of South Africa and discriminated on a basis of disability) – 5 points
 - ❖ Gender (Women owned enterprises) - 5 Points
 - ❖ Youth Enterprises (owned by persons younger than 35 years) - 5 Points
 - ❖ Location based (Office Municipal Rates Statement, Lease Agreement and Affidavit for Rural Entities
 - Within Maluti-A-Phofung 5 points
 - Within Thabo Mofutsanyana District 3 points
 - With Free State Province 2 points
8. Only one submission for this bid will be considered from the bidder.
9. Failure to comply with the above-mentioned conditions may invalidate your bid.

10. Should you not receive any correspondence from us within 120 days, regard your bid as unsuccessful.
11. Communication will be limited to the successful bidder.

M. SEFANTSE
ACTING MUNICIPAL MANAGER

CATEGORIES OF HISTORICALLY DISADVANTAGED PERSONS	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Unfair discrimination on a basis of race and disability Any person who had no franchise in national elections prior to the introduction of the constitution of the Republic of South Africa and discriminated on a basis of disability Persons with disabilities are people who have a long term or recurring impairment, including sensory which sustainable limits their prospects of entry into or advancement in employment - (5 Points)	• Company registration documents • Identification Documents • Doctor's reports or a complete EEA1 form by a medical doctor confirming impairment

GENDER	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Women owned enterprises - (5 Points)	• Company registration documents • Identification Documents

YOUTH ENTERPRISES	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
LOCATION BASED	• DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS

Within the boundaries of the Maluti-a-Phofung Municipality - (5 Points)		• Official Municipal Rates Statement • Lease Agreement • Affidavit	
Within the boundaries of Thabo Mofutsanyana District - (3 Points)		• Official Municipal Rates Statement • Lease Agreement • Affidavit	
Within the boundaries of the free state – 2 Points		• Official Municipal Rates Statement • Lease Agreement • Affidavit	

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C3	Scope of Work
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C4	Site Information
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MALUTI-A-PHOFUNG MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT
MALUTI-A-PHOFUNG MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT

**APPOINTMENT OF SERVICE PROVIDER: UPGRADE OF CHARLES MOPEDI
STADIUM PHASE 2**

T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

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

The additional conditions of Bid are:

Clause number	Bid Data
F.1.1	The employer is the INFRASTRUCTURE SERVICES DEPARTMENT, Maluti-a-Phofung Municipality.
F.1.2	The Bid documents issued by the employer comprise: T1.1 Bid notice and invitation to Bid T1.2 Bid data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment Part 2: Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.1.4	The employer's agent is: Name: SVP QUANTITY SURVEYORS Address: 60 WARDEN STREET, HARRISMITH Tel: (058) 622 1453 Fax: (058) 622 2072 E-mail: harrismith@svpqqs.co.za
F.2.1	Only those Bidders 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 Bided for a 6GB PE or 7GB or higher class of construction work, are eligible to submit Bids. Joint ventures are eligible to submit Bids provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 6GB PE or 7GB class of construction work; and - 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 Bided for a 6GB PE or 7GB or higher class of construction work.

- F.2.1 The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit Bids:
- contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a 6GB PE or 7GB or higher class of construction work; and
 - 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:
 - The Department, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and
 - The Department, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.
- Joint ventures are eligible to submit Bids provided that:
- every member of the joint venture is registered with the CIDB;
 - the lead partner has a contractor grading designation in the 6GB PE or 7GB or higher class of construction work; and
 - 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 Bided for 6GB PE or 7GB or higher or class of construction work.
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid.
- Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list.
- F.2.12 No alternative Bid offers will be considered
- If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such alternative Bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.
- Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Bid 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.
- Acceptance of an alternative Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, 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.
- The modified Pricing Data must include an amount equal to 5% of the amount Bided for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
- F.2.13.3 Parts of each Bid offer communicated on paper shall be submitted as an original, plus 0 copies.
- F.2.13.5 The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:
- F2.15.1
- Location of Bid box:** Bid Box No. "C"
- Physical address:** Municipal Offices, c/o Moremoholo and Motloun St, Setsing Business Centre.
- Identification details:** Reference number, title of Bid and the closing date and time of the Bid
- Postal address:** **SUPPLY CHAIN MANAGEMENT**, PO Box X805, Witsieshoek, 9870
- F.2.13 A two-envelope procedure will not be followed.
- F.2.14 The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
- F.2.16 The Bid offer validity period is 16 weeks.

- F2.17 The Bidder will be required to submit a fully priced Bill with tender closing.
- F.2.18 The Bidder 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 labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.19 Access shall be provided for the following inspections, tests and analysis: **N/A**
- F.2.23 The Bidder is required to submit with his Bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an **original valid** Tax Clearance Certificate issued by the South African Revenue Services.
Where a Bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner.
- F.3.4 Bids will be opened immediately after the closing time for Bids at the Municipal Offices, c/o Moremoholo and Motlounj Streets, Setsing Business Centre, Phuthadijhaba
- F.3.11 The procedure for the evaluation of responsive Bids is Method 2

The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:
1) **80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million**
2) **90/10 preference point system for acquisition of goods or services with Rand value above R50 million.**
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- Up to 100 minus W_1 Bid evaluation points will be awarded to Bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.
- F3.13.1 Bid offers will only be accepted if:
- the Bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
 - the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - the Bidder has not:
 - abused the Employer's Supply Chain Management System; or
 - failed to perform on any previous contract and has been given a written notice to this effect; and
 - Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process.
 - the Bidder does not have arrears on municipal rates and levies exceeding 3 months.
- F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annex: Standard Conditions of Bid

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each Bidder submitting a Bid offer shall comply with these conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other Bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the Bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Bidder's obligations

F.2.1 Eligibility

Submit a Bid offer only if the Bidder complies with the criteria stated in the Bid data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of Bidding

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

F.2.3 Check documents

Bid No.: SCM/BID25/2023/2024

Part T1: Bidding procedures

T1.2

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Bid offer

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

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

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid offers

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

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

F.2.13 Submitting a Bid offer

F.2.13.1 Submit a Bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.

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

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

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

F.2.13.5 Seal the original and each copy of the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid data in an envelope marked "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 Bid data, as well as the Bidder's name and contact address.

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of Bid offer after submission

Provide clarification of a Bid offer in response to a request to do so from the employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the Bid offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the Bid offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other Bid documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late Bid offers

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

F.3.4 Opening of Bid submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the Bid documents.
- A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - change the Employer's or the Bidder's risks and responsibilities under the contract, or
 - affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

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

F.3.9 Arithmetical errors

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bills of quantities (or schedule of rates) 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 will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the Bided total of the prices.

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

F.3.10 Clarification of a Bid offer

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

F.3.11 Evaluation of Bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank Bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Bid evaluation points for financial offer. 2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preferencing. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer. 3) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing. 4) Calculate total Bid evaluation points. 5) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 6) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
---	---

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive Bid offers using the following formula:

$N_{FO} = W_1 \times A$ where:
 N_{FO} = the number of Bid evaluation points awarded for the financial offer.
 W_1 = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.
 A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favorable Bid offer.
 P = the comparative offer of Bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of Bid offer

F.3.13.1 Accept Bid offer only if the Bidder satisfies the legal requirements stated in the Bid Data.

F.3.13.2 Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Bidders

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

F.3.15. Prepare contract documents

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

- addenda issued during the Bid period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful Bidder, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Bid require the Bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

MALUTI-A-PHOFUNG MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT

**APPOINTMENT OF SERVICE PROVIDER: UPGRADE OF CHARLES MOPEDI STADIUM
PHASE 2**

T2.1 List of Returnable Documents

Bidders are required to submit the following returnable documents with their bids, neatly bound in a separate file.

Returnable Documents

- a) Original valid tax clearance certificate and unique personal identification Number (pin) (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No 22549 dated 10 August 2001),
- b) Certified copy of Certificate of Incorporation (CRC) (if Bidder is a Company) reflecting active members
- c) Certified copy of Founding Statement (if Bidder is a Closed Corporation)
- d) Certified copy of Partnership Agreement (if Bidder is a Partnership)
- e) Certified copy of Identity Document (if Bidder is a One-man concern),
- f) Joint venture agreement (if the Bidder is a Joint Venture).
- g) Proof of CIDB Registration (main and sub-contractors)
- h) Proof of Central Supplier Database (CSD) and CSD number to be provided of bidder
- i) Copy of company Profile must be attached
- i) B-BBEE Status Level Verification Certificate (main and sub-contractors)

MALUTI-A-PHOFUNG MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF CHARLES MOPEDI STADIUM PHASE 2

T2.2 List of Returnable Schedules

The bidder must complete the following returnable schedules:

1. Returnable Schedules required only for bid evaluation purposes

- Schedule A: Record of Addenda to Bid Documents
- Schedule B: Proposed Amendments and Qualifications
- Schedule C: Work Previously Executed
- Schedule D: Present Work Commitments
- Schedule E: Proposed Subcontractors
- Schedule F: Schedule of Plant and Equipment
- Schedule G: Contractor's Health and Safety Plan and Declaration
- Schedule H: Authority of Signatory
- Schedule I: Functionality Claimed by Bidder
- Schedule J: Invitation to Bid (MBD 1)
- Schedule K: Tax Clearance Requirements (MBD 2)
- Schedule L: Declaration of Interest (MBD 4)
- Schedule M: Declaration for procurement above R10 million (all applicable taxes included) (MBD 5)
- Schedule N: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2011 (MBD 6.1)
- Schedule O: Certificate for local production and content (MBD 6.2)
- Schedule P: Declaration of Bidder's past Supply Chain Management Practices (MBD 8)
- Schedule Q: Certificate of Independent Bid Determination (MBD 9)
- Schedule R: Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purposes

Preferential Procurement Policy Framework Act, 05 of 2000 and Regulations of 2011

2. Other documents required only for bid evaluation purposes

- All returnable schedules will be incorporated into the Contract.

3. Returnable Schedules that will be incorporated into the contract

- The offer portion of the C1.1 Offer and Acceptance
- C1.2 Data provided by the Contractor
- C2.2 Schedule of Quantities
- C2.3 Summary of Schedules
- Part C3: Scope of Works

SCHEDULE A: RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this Bid Offer, amending the Bid Documents, have been taken into account in this Bid Offer :

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signature of Bidder: _____

Date: _____

SCHEDULE B: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Bidder should record any deviations or qualifications he may wish to make to the Bid documents in this Returnable Schedule. Alternatively, a Bidder may state such deviations and qualifications in a covering letter to his Bid and reference such letter in this schedule.

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

Page	Clause or item	Proposal

Signature of Bidder: _____

Date: _____

SCHEDULE C: WORK PREVIOUSLY EXECUTED

The following is a statement of major work successfully executed by myself/ourselves in the past 3 years:

Consulting Engineer / Employer contact person and telephone number.	Description of works	Value of work inclusive of VAT (Rand)	Date completed

Signature of Bidder: _____

Date: _____

SCHEDULE D: PRESENT WORK COMMITMENTS

Consulting Engineer / Employer contact person and telephone number.	Description of works	Value of work inclusive of VAT (Rand)	Duration and completion date

Signature of Bidder: _____

Date: _____

SCHEDULE E: PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signature of Bidder: _____

Date: _____

SCHEDULE F: SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

SCHEDULE G: CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

In terms of Clause 5(1) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with the construction Regulations 2014, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the Bill of Quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 before I will be allowed to proceed with any work under the contract.

CONTRACTORS' OHS MANAGEMENT SYSTEM CHECKLIST

1. OHS Policy and Management

- 1.1 Is there a written company health and safety policy?

☐	☐
☐	☐

1.2	Does the company have an OHS Management System?		
1.3	Is there a company OHS Management System manual or plan?	☐	☐
1.4	Are health and safety responsibilities clearly identified for all levels of staff?	☐	☐
2.	Safe Work Practices and Procedures		
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	☐	☐
2.2	Does the company have any permit to work systems?	☐	☐
2.3	Is there a documented incident investigation procedure?	☐	☐
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company?	☐	☐
2.5	Are there procedures for storing and handling hazardous substances?	☐	☐
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?	☐	☐
3.	OHS Training		
3.1	Is health and safety training conducted in the company	☐	☐
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?	☐	☐
4.	Health and Safety Workplace Inspection		
4.1	Are regular health and safety inspections at worksites undertaken?	☐	☐
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?	☐	☐
4.3	Is there a procedure by which employees can report hazards at workplaces?	☐	☐
5.	Health and Safety Consultation		
5.1	Is there a workplace health and safety committee?	☐	☐
5.2	Are employees involved in decision making over OHS matters?	☐	☐
5.3	Are there employee elected health and safety representatives?	☐	☐

6. OHS Performance Monitoring

- | | | | |
|-----|---|--------------------------|--------------------------|
| 6.1 | Is there a system for recording and analysing health and safety performance statistics? | ☐ | ☐ |
| 6.2 | Are employees regularly provided with information on company health and safety performance? | ☐ | ☐ |
| 6.3 | Has the company ever been convicted of an occupational health and safety offence? | ☐ | ☐ |

7. Health and Safety Plan for this specific contract

- | | | | |
|-----|--|--------------------------|--------------------------|
| 7.1 | Does your company's health and safety plan contain the following elements? | ☐ | ☐ |
|-----|--|--------------------------|--------------------------|
- a) Description of contract
 - b) OHS structure for work undertaken under this contract
 - c) Induction and safety training
 - d) Safe work practices and procedures for specific work undertaken
 - e) Risk assessment for specific work undertaken
 - f) Workplace inspection schedule for duration of contract
 - g) OHS consultative processes to be followed
 - h) Emergency procedures for specific contract
 - i) Incident recording and investigation procedures
 - j) Health and safety performance monitoring arrangements to be implemented during contract

Signed:

Name:

Position:

SCHEDULE H: AUTHORITY OF SIGNATORY

This Returnable Schedule is to be completed by companies and close corporations.

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

(i) Company	(ii) Close Corporation	(iii) Partnership	(iv) Joint Venture	(v) Sole Proprietor

(i) Certificate for company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board taken on 20...., Mr/Ms, has been duly authorized to sign all documents in connection with the tender for Contract No. and any contract resulting from it on behalf of the company.

As witnesses:-

1.....
Managing director/Chairman

2.....
Date

(ii) Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

(iii). Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

(iv). Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms , authorized signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No.and any contract resulting from it on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

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

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

(v). Certificate for Sole Proprietor

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

Signature of sole owner: _____

As Witness

1. _____

2. _____

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Bidder:

The following documents must be attached here:

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors

Certified ID Copies of all directors of companies

SCHEDULE I: FUNCTIONALITY CLAIMED BY BIDDER

A Bid will be disqualified if it fails to meet the minimum threshold of **total 60 points** out of **maximum 100 points** for functionality and the minimum threshold per category as prescribed in the following tables:

EXPERIENCE AND REFERENCES

TARGETED GOALS Contractor has successfully completed similar and comparative projects in the past 10 years	WEIGHT	POINTS CLAIMED BY BIDDER
Bidder has submitted no information or inadequate information to determine scoring levels	0	
Bidder has successfully completed at least 2 similar projects.	10	
Bidder has successfully completed at least 4 similar projects.	20	
Bidder has successfully completed at least 5 or more similar projects.	30	

NB: Please provide appointment letters and completion certificates as proof
SPECIFIC KNOWLEDGE

TARGETED GOALS	WEIGHT	POINTS CLAIMED BY BIDDER	
Site Agent, Foreman & Contract Manager with Minimum 5 years' experience, registered with Voluntary organization. Qualifications - National Diploma and/or B.Tech in Construction Management or Quantity Surveying. Registration - registered as Professional Construction Management or Quantity Surveying or Professional Engineering Technologist			
Contract Manager	10		
Experience	5		
Site Agent	10		
Experience	5		
Foreman	10		
Experience	5		

NOTE : State name of abovementioned employees and attach copy of relevant person's CV and Qualifications
Please attach Project Team Structure, identifying Foreman, Site Agent and Contracts Manager, for evaluation purposes.

METHODOLOGY

TARGETED GOALS	WEIGHT	POINTS CLAIMED BY BIDDER
Methodology Statement		
The methodology should outline how the project will be implemented and service. Furthermore, it should explain the quality management process that will be put place to ensure a quality work No mythology - Zero points	25	

NOTE : Programme to indicate main component for various activities and critical path
Realistic cash flow must be indicated. The programme and cash flow must be realistic they will be used during the implementation of the Project.
Bidders who score 60 points and above will be further evaluated.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MALUTI-A-PHOFUNG LOCAL MUNICIPALITY					
BID NUMBER:	SCM/BID25/2023/2024	CLOSING DATE:	27 JUNE 2024	CLOSING TIME:	10H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER: UPGRADING OF CHARLERS MOPEDI STADIUM PHASE 2				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY					
CNR MOREMOHOLO & MOTLOUNG STREETS					
SETSING BUSINESS CENTRE					
PHUTHADITJHABA					
9870					
BID BOX "B"					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	MR. H.W	
CONTACT PERSON	MR T.M THOABALA		TELEPHONE NUMBER	078 538 1722	
TELEPHONE NUMBER	058 718 3871		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	phcc@lantic.net	
E-MAIL ADDRESS	thabisot@map.fs.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SCHEDULE K: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

Signature of Bidder: _____

Date: _____

SCHEDULE L: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state? **YES / NO**

3.6.1 If yes, furnish particulars.

.....

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

3.7.1 If yes, furnish particulars.....

.....

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

3.8.1 If yes, furnish particulars.....

.....

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

3.9.1 If yes, furnish particulars

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

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

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

.....
.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars.

.....
.....

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

3.12.1 If yes, furnish particulars:

.....
.....

I THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SCHEDULE M: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES / NO**

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....

* Delete if not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE N: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

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

1.5

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

1.6 Failure on the part of a bidder 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.

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

The words in this policy shall bear a meaning as prescribed and/or ascribed by applicable legislation, and in the event of a conflict, the meaning attached thereto by National Legislation shall prevail:

- (a) "Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (b) "Black people" as defined in the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003), is a generic term which means Africans, Coloured and Indians.

- (c) “Tender” means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
- (d) “price” means an amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (e) “rand value” means the total estimated value of a contract in rand, calculated at the time of bid tender invitation, and includes all applicable taxes and
- (f) “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 auction.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFICATION GOALS

4.1 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:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable

tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the tenderer)	Number of points allocated (80/20 system) (To be completed by the tenderer)
Location based (Office Municipal Rates Statement, Lease Agreement and Affidavit for Rural Entities):				
• Within Maluti-a-Phofung Area		5		
• Within Thabo Mofutsanyana District		3		
• Within Free State Province		2		
Historically disadvantaged personal (Any Person who had no Franchise in National elections Prior to the Introduction of the Constitution of Republic of South Africa) Company Registration Documents, Identification		5		
Gender (Women owned enterprise) Company Registration Documents and Identification		5		
Youth Enterprises (Enterprise Owned by Persons Younger than 35 years) Company		5		

Registration Documents and Identification Documents				
Total Points Allocated		20		

Specific goals points will be determined and recommended by the Bid Specification Committee and approved by the Accounting Officer based as follows:

CATEGORIES OF HISTORICALLY DISADVANTAGED PERSONS	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Unfair discrimination on a basis of race and disability Any person who had no franchise in national elections prior to the introduction of the constitution of the Republic of South Africa and discriminated on a basis of disability Persons with disabilities are people who have a long term or recurring impairment, including sensory which sustainable limits their prospects of entry into or advancement in employment - (5 Points)	• Company registration documents • Identification Documents • Doctor's reports or a complete EEA1 form by a medical doctor confirming impairment

GENDER	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Women owned enterprises - (5 Points)	• Company registration documents • Identification Documents

YOUTH ENTERPRISES	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Enterprises owned by persons younger than 35 years - (5 Points)	• Company registration documents • Identification Documents

LOCATION BASED	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Within the boundaries of the Maluti-a-Phofung Municipality - (5 Points)	• Official Municipal Rates Statement • Lease Agreement • Affidavit
Within the boundaries of Thabo Mofutsanyana District - (3 Points)	• Official Municipal Rates Statement • Lease Agreement • Affidavit
Within the boundaries of the free state – 2 Points	• Official Municipal Rates Statement • Lease Agreement • Affidavit

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.1 Name of company/firm:
- 4.2 VAT registration number:.....
- 4.3 Company registration number:.....
- 4.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

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.

WITNESSES:

1.....

2.....

.....
SIGNATURE OF BIDDER(S)

DATE:

ADDRESS

.....

.....

SCHEDULE O: CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraphs 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 B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specifications number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation:
2. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

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

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

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 meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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

IN RESPECT OF BID No.

.....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C,D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/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 in order to substantiate the declaration made in paragraph (C) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C,D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (1) 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
 - (c) 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 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SCHEDULE P: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE Q: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids ¹ invited.
2. Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the Bid:

¹ Includes price quotations, advertised competitive bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the Bidder to determine the terms of, and to sign, the bid on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder.
6. The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

³ 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

9. In 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 the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and / or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

Private Bag X805
Witsieshoek
9870
Tel: 058 718 3700
Fax: 058 713 0459

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

PART B – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

Bid No: SCM/BID25/2023/24
Part T2 Returnable schedules

PART B (TO BE COMPLETED BY THE LANDLORD)	
Name of the Landlord:	
Property Physical Address:	
Landlord Signature:	
Date: _____ Landlord's business stamp here Or an Affidavit from SAPS and Lease Agreement. (Compulsory) Please tick whether up-to-date or in arrears Rental: Up-to-date / in arrears for more than 3 months Municipal services: Up-to-date / in arrears for more than 3 months NB: In the event that company is operating on leased premises and the address is not the same as the Company registration both lease agreement and landlord statement of account (not in arrears for more than three months) must be attached. : If the company address or operate in rural settlement the service provider should attach their electricity purchase pattern. Electricity purchase pattern can be validated once the company purchase electricity in three (03) consecutive months : In the event the landlord does not have a business stamp an affidavit from SAPS and Lease Agreement must be attached	

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT,
2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

The Minister of Finance has, in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), made the regulations set out in the Schedule.

SCHEDULE

Preferential Procurement

Regulations, 2017 Contents

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Definitions

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned-

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

“black designated groups” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; **“black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“co-operative” means a co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act No. 14 of 2005);

“designated group” means-

- (a) black designated groups;
 - (b) black people;
 - (c) women;
 - (d) people with disabilities; or
 - (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996); **“designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);
- “EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

“military veteran” has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

“National Treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

“people with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

“price” includes all applicable taxes less all unconditional discounts;

“proof of B-BBEE status level of contributor” means-

- (a) the B-BBEE status level certificate issued by an authorised body or person;
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“rural area” means-

- (a) a sparsely populated area in which people farm or depend on natural

resources, including villages and small towns that are dispersed through the area; or

- (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system; **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b); **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); **“township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- “treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- “youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

Application

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.¹

Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting

3. An organ of state must-
- (a) determine and stipulate in the tender documents-
- (i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

¹ The definition of “organ of state” in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (ii) If it is unclear which preference point system will be applicable, 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;
- (b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;
- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as

envisaged in regulation 11.

Pre-qualification criteria for preferential procurement

- 4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-
- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
 - (b) an EME or QSE;
 - (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.
- (2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Tenders to be evaluated on functionality

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
 - (3) The tender documents must specify-
 - (a) the evaluation criteria for measuring functionality;
 - (b) the points for each criteria and, if any, each sub-criterion; and
 - (c) The minimum qualifying score for functionality.
 - (4) The minimum qualifying score for functionality for a tender to be considered further-
 - (a) must be determined separately for each tender; and
 - (b) may not be so-
 - (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
 - (5) Points scored for functionality must be rounded off to the nearest two decimal places.
 - (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
 - (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

- 6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

Where-

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

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

(2) The following table must be used to calculate the score out of 20 for specific goal See MBD 6.

- (3) A tenderer must submit proof of its specific goal.
- (4) A tenderer failing to submit proof of specific goal may not be disqualified, but-
 - (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for specific goal.
- (5) A tenderer may not be awarded points for specific goal if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for specific goal terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9) (a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
 - (b) The organs of state may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
 - (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

- 7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

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

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

(2) The following table must be used to calculate the points out of 10 for specific goal, see MDB 6:

- (3) A tenderer must submit proof of its specific goal.
- (4) A tenderer failing to submit proof of specific goal may not be disqualified, but-
 - (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for specific goal.
- (5) A tenderer may not be awarded points for specific goal if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for specific goal in terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9) (a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
 - (b) The organs of state may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
 - (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

Local production and content

8. (1) The Department of Trade and Industry may, in consultation with the National Treasury-
 - (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local

- production and content, taking into account economic and other relevant factors; and
- (b) stipulate a minimum threshold for local production and content.
- (2) An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.
 - (3) The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.
 - (4) (a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
 - (b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.
 - (5) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

Subcontracting as condition of tender

- 9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- (2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
 - (a) an EME or QSE;
 - (b) an EME or QSE which is at least 51% owned by black people;
 - (c) an EME or QSE which is at least 51% owned by black people who are youth;
 - (d) an EME or QSE which is at least 51% owned by black people who are women;
 - (e) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (g) a cooperative which is at least 51% owned by black people;
 - (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - (i) more than one of the categories referred to in paragraphs (a) to (h).
- (3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

Criteria for breaking deadlock in scoring

- 10.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goal.
- (2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for specific goal, the contract must be awarded to the tenderer that scored the highest points for functionality.
- (3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Award of contracts to tenderers not scoring highest points

- 11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.
- (2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

Subcontracting after award of tender

- 12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (2) A person awarded a contract in relation to a designated sector, may not subcontract 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.
- (3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Cancellation of tender

13. (1) An organ of state may, before the award of a tender, cancel a tender invitation if-
- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - (b) funds are no longer available to cover the total envisaged expenditure;
 - (c) no acceptable tender is received; or
 - (d) there is a material irregularity in the tender process.
- (2) The decision to cancel a tender invitation in terms of subregulation (1) must be published in the same manner in which the original tender invitation was advertised.
- (3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

Remedies

- 14.(1) Upon detecting that a tenderer submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-
- (a) inform the tenderer accordingly;
 - (b) give the tenderer an opportunity to make representations within 14 days as to why-
 - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
 - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
 - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
 - (c) if it concludes, after considering the representations referred to in

subregulation (1)(b), that-

- (i) such false information was submitted by the tenderer-
 - (aa) disqualify the tenderer or terminate the contract in whole or in part; and
 - (bb) if applicable, claim damages from the tenderer; or
 - (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.
- (2) (a) An organ of state must-
- (i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);
 - (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
 - (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.
- (b) The National Treasury may request an organ of state to submit further information pertaining to subregulation (1) within a specified period.
- (3) The National Treasury must-
- (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
 - (b) maintain and publish on its official website a list of restricted suppliers.

Circulars and guidelines

15. The National Treasury may issue-
- (a) a circular to inform organs of state of any matter pertaining to these Regulations; or
 - (b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

Repeal of Regulations and saving

- 16.(1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called "the 2011 Regulations), are hereby repealed with effect from the date referred to in regulation 17.
- (2) Any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.
 - (3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

Short title and commencement

17. These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.

MALUTI-A-PHOFUNG MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

**APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF CHARLES MOPEDI
STADIUM PHASE 2**

C1.1 Form of Offer and Acceptance

Offer

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

**BID NO: SCM/BID25/2023/2024 APPOINTMENT OF A SERVICE PROVIDER:
UPGRADE OF CHARLES MOPEDI STADIUM PHASE 2**

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

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

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

.....
.....Rand (in words); R
..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

for the Bidder

(Name and
address of
organization)

.....
Name and
signature
of witness

SECURITY OFFERED

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction ** of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

- | | |
|---|--|
| 1) cash deposit of 10% of the Contract Sum (excluding VAT) | Yes ☐ No ☐ |
| 2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) | Yes ☐ No ☐ |
| 3) Payment reduction of 10% of the value certified in the payment certificate (excluding VAT) | Yes ☐ No ☐ |
| 4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes ☐ No ☐ |
| 5) fixed construction guarantee of 5% of the Contract Sum (Excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes ☐ No ☐ |

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Acceptance

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

The terms of the contract, are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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 the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any).

Unless the Bidder (now contractor) within five 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.

Signature Date

Name

Capacity

**for the
Employer**

INFRASTRUCTURE SERVICES DEPARTMENT

Maluti-a-Phofung Municipality

Setsing Business Centre

C/O Moremoholo & Motlounj streets

Phuthaditjhaba

9869

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

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3 Subject

Details

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.....

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4 Subject

Details

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.....

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5 Subject

Details

.....

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.....

By the duly authorized representatives 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 offer and acceptance.

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

MALUTI-A-PHOFUNG MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT

**APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF CHARLES MOPEDI
STADIUM PHASE 2**

C1.2 Contract Data

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

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

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

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
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- | | |
|-------|---|
| 1.1 | Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:

AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.

CONSTRUCTION PERIOD means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.

CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.

CONTRACT DRAWINGS means the drawings listed in the Scope of Work.

CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.

SCHEDULE means the variables listed in the Contract Data. |
| 1.6.4 | Delete sub-clause 1.6.4 |
| 30.1 | Replace reference to 36.3 at end of sentence with 36.0 |
| 31.12 | Delete "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due." |

- 34.13 Delete the words in sub-clause 34.13 “subject to the **employer** giving the **contractor** a **tax** invoice for the amount due
- 40.0
(41) Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:
- 40.1# Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other arises out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .
- 40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.
- 12.1
(41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace “**contractor**” in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with “The party responsible in terms of 12.1”
- 12.2
(41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read “Where the **contractor** is responsible for insurances, the **contractor** shall”
- 41.0 Delete the definitions for **CONSTRUCTION PERIOD** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)
- 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2

Part 1: Contract Data completed by the Employer

Clause	Item and data
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	The Employer is the INFRASTRUCTURE SERVICES DEPARTMENT, Maluti-a-Phofung Municipality
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	The address of the Employer is:
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Telephone:	(058) 718-3700
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Faxsimile:	(058) 718-3809
------------	----------------

Address (physical):	C/o Moremoholo and Motloung Streets, Setsing Business Centre, Phuthaditjhaba
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Address (postal):	Private bag X805, Witsieshoek, 9870
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The Principal Agent is	SVP QUANTITY SURVEYORS
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Telephone:	(058) 622 1453
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Facsimile:	(058) 622 2072
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Address (physical):	60 WARDEN STREET HARRISMITH 9880
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Address (postal)	PO BOX 571 HARRISMITH 9880
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Agent (1)	SVP QUANTITY SURVEYORS
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Agent's service:	QUANTITY SURVEYOR
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Telephone:	(058) 622 1453
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Facsimile:	(058) 622 2072
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Address (physical):	60 WARDEN STREET HARRISMITH 9880
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Address (postal)	PO BOX 571 HARRISMITH 9880
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1.1	The Works comprises mainly of the Upgrading of Charles Mopeli Stadium phase 2												
1.1	The Site comprises the existing Charles Mopeli stadium Qwa-Qwa.												
41.0	The Employer is an organ of State												
31.11.2													
11.2	The interest 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) will apply.												
31.4.2	Lateral support insurance is not to be effected by the contractor												
26.1.2	- Payment will be made for materials and goods - Extended defects liability period will apply to the following elements: Mechanical Installation - 12 Months Electrical Installation - 12 Months												
15.2.1	Possession of the site is to be given within three days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0.												
15.3	The period for the commencement of the works after the contractor takes possession of the site is ten (10) working days. For the works as a whole: The date for practical completion shall be twenty (20)) months from appointment date The penalty per calendar day is R7 000 (seven thousand Rand) or The date for practical completion and the penalty per calendar day is as follows: N/A												
	<table><tr><th>Section</th><th>Date</th><th>Penalty Amount</th></tr><tr><td>Section 1</td><td></td><td></td></tr><tr><td>Section 2</td><td></td><td></td></tr><tr><td>Section 3</td><td></td><td></td></tr></table>	Section	Date	Penalty Amount	Section 1			Section 2			Section 3		
Section	Date	Penalty Amount											
Section 1													
Section 2													
Section 3													
1.2	The law applicable to the agreement shall be that of the Republic of South Africa.												
10.1; 10.2 and 12.1	Contract insurance is to be effected by the contractor .												
10.1	Contract works insurance is to be effected by the contractor for a sum of the contract sum plus 20% with a deductible in an amount of R20 000.00.												
10.2													
12.1													
10.1	The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.												
10.2													
12.1													
11.1, 12.1	Public liability insurance to be effected by the contractor for the sum of R 5 000 000 per claim with a deductible in an amount of R20 000.00.												
11.2, 12.1	Support insurance to be effected by the contractor for the sum of ... N/Awith a deductible in an amount that the contractor deems appropriate.												
3.3, 15.1.3, 31.16.2	A waiver of the contractor's lien or right of continuing possession is required.												
3.7	Three copies of the construction document are to be supplied to the contractor free of charge.												
3.4	JBCC Engineering General Conditions are not to be included in the contract document.												
31.5.3	The contract value is to be adjusted using CPAP indices.												
31.3	There is no latest day of the month for the issue of an interim payment certificate.												
14.5	The employer will not provide advanced payments against an advanced payment guarantee												
14.2	The construction guarantee is to be as pointed out at Preliminaries and General Claus 14 and stipulated at Form of offer.												
14.4													
40.0	Dispute resolution shall be by adjudication												

Part 2: Contract Data completed by the Contractor

Clause	Item and data
1.2	The name of the Contractor is. The address of the contractor is: Telephone: Facsimile: Address (physical): Address (postal):

MALUTI-A-PHOFUNG MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT

**APPOINTMENT OF SERVICE PROVIDER: UPGRADE OF CHARLES
MOPEDI STADIUM PHASE 2**

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

Contractor means

Agent means SVP QUANTITY SURVEYORS & PROJECT MANAGERS (PTY) LTD

.....

Works means Ref **APPOINTMENT OF SERVICE PROVIDER: UPGRADE OF
CHARLES MOPEDI STADIUM PHASE 2**

Site means

Agreement means the JBCC Series 2000 Principal Agreement

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

Amount in figures R

Amount in words

..... (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

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

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

- 2 The Guarantor hereby acknowledges that:

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

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

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

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

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

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

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

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

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

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

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

compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

MALUTI-A-PHOFUNG MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF CHARLES MOPEDI STADIUM PHASE 2

C1.4 ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
..... (name of company / organisation)
of
..... (address) and
..... (name of company / organisation) of
.....
..... (address) (the Parties) and (name) of
.....
..... (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
..... and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____

Name: _____

who warrants that he / she is
duly authorized to sign for and
on behalf of the first Party in
the presence of

SIGNED by: _____

Name: _____

who warrants that he / she is
duly authorized to sign for
and behalf of the second
Party in the presence of

SIGNED by: _____

Name: _____

the Adjudicator in the
presence of

Witness _____

Name: _____

Address: _____

Witness: _____

Name _____

Address: _____

Witness: _____

Name: _____

Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Traveling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

MALUTI-A-PHOFUNG MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT

**APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF
CHARLES MOPEDI STADIUM PHASE 2**

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 The “Model Preambles for Trades – 1999 Edition” as recommended and published by the Association of South African Quantity Surveyors, as referred to hereafter, will be applicable on this contract.

This document will be available at the Quantity Surveyor's office during normal office hours if needed.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

- 10 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent if Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 15 The minimum labour rate for this contract is R180/day.

Item No	Quantity	Rate	Amount
<u>SECTION 1</u>			
<u>BILL NO 1</u>			
<u>PRELIMINARIES AND GENERAL</u>			
<u>MEANING OF TERMS "TENDER / TENDERER"</u>			
Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"			
<u>PRELIMINARIES</u>			
The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".			
<u>PRICING OF PRELIMINARIES</u>			
Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item			
Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.			
NOTE: The following items shall be deemed to fall into Work Group No 190 for JBCC CPAP purposes			
<u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u>			
Carried to Collection			
Section No. 1			
SECTION 1 - PRELIMINARIES AND GENERAL			
Bill No. 1			
Preliminaries and general			

DEFINITIONS1 A1.0 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"COMMENCEMENT DATE" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

- (a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1) (a&b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply.
- (b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(a&b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply.

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection

R

Section No. 1

SECTION 1 - PRELIMINARIES AND GENERAL

Bill No. 1

Preliminaries and general

OBJECTIVE AND PREPARATION			
2	A2.0 OFFER, ACCEPTANCE AND PERFORMANCE Clause 2.0 Fixed: _____ Value related: _____ Time related: _____	Item	
3	A3.0 DOCUMENTS Clause 3.0 Clause 3.5 is amended by the addition of the following: No clause Clause 3.6 is amended by the addition of the following: No clause Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times Clause 3.9 is amended by the addition of the following: No clause Clause 3.10 is amended by the addition of the following: No clause Fixed: _____ Value related: _____ Time related: _____	Item	
4	A4.0 DESIGN RESPONSIBILITY Clause 4.0 Fixed: _____ Value related: _____ Time related: _____	Item	
Carried to Collection			
Section No. 1 SECTION 1 - PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and general			

5	A5.0 EMPLOYER'S AGENTS Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, and 34.4 Fixed: _____ Value related: _____ Time related: _____	Item		
6	A6.0 SITE REPRESENTATIVE Clause 6.0 Fixed: _____ Value related: _____ Time related: _____	Item		
7	A7.0 COMPLIANCE WITH REGULATIONS Clause 7.0 Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed: _____ Value related: _____ Time related: _____	Item		
8	A8.0 WORKS RISK Clause 8.0 Fixed: _____ Value related: _____ Time related: _____	Item		
9	A9.0 INDEMNITIES Clause 9.0 Fixed: _____ Value related: _____ Time related: _____	Item		
10	A10.0 WORKS INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses:			
Carried to Collection			R	
Section No. 1 SECTION 1 - PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and general				

10.5 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and material paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

Carried to Collection

Section No. 1
SECTION 1 - PRELIMINARIES AND GENERAL
Bill No. 1
Preliminaries and general

R

- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable 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, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

Carried to Collection

R

Section No. 1
SECTION 1 - PRELIMINARIES AND GENERAL
Bill No. 1
Preliminaries and general

10.7 High 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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** 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

10.7.2 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 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

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10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 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 10.7.1; 10.7.2 and 10.7.3. 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

Fixed:___ Value related:_____ Time related:_____

Item

11 A11.0 LIABILITY INSURANCES

Clause 11.0

Fixed:_____ Value related:_____ Time related:_____

Item

12 A12.0 EFFECTING INSURANCES

Clause 12.0

Fixed:_____ Value related:_____ Time related:_____

Item

13 A13.0 **No clause**

Item

14 A14.0 SECURITY

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty one (21) **calendar days** from **commencement date**

14.3.2 Within twenty one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

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14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable construction guarantee of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty one (21) **calendar days** from **commencement date**

14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender

14.4.3 The **employer** shall return the variable construction guarantee to the **contractor** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable construction guarantee

14.5 Where **security** as a fixed construction guarantee of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed construction guarantee to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of **practical completion**

14.5.3 The **employer** shall return the fixed construction guarantee to the **contractor** within fourteen (14) **calendar days** of it expiring

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14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty one (21) **calendar days** from **commencement date**

14.6.2 Within twenty one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

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14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable construction guarantee shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____ Time related: _____

Item

EXECUTION

15 A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.2

Fixed: _____ Value related: _____ Time related: _____

Item

16 A16.0 ACCESS TO THE WORKS

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____

Item

17 A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Fixed: _____ Value related: _____ Time related: _____

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18	A18.0 SETTING OUT OF THE WORKS Clause 18.0 Fixed: _____ Value related: _____ Time related: _____	Item
19	A19.0 ASSIGNMENT Clause 19.0 Fixed: _____ Value related: _____ Time related: _____	Item
20	A20.0 NOMINATED SUB-CONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No Clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed: _____ Value related: _____ Time related: _____	Item
21	A21.0 SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No Clause Fixed: _____ Value related: _____ Time related: _____	Item
22	A22.0 EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed: _____ Value related: _____ Time related: _____	Item
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23	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value related: _____ Time related: _____ <u>COMPLETION</u>	Item
24	A24.0 PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value related: _____ Time related: _____	Item
25	A25.0 WORK'S COMPLETION Clause 25.0 Fixed: _____ Value related: _____ Time related: _____	Item
26	A26.0 FINAL COMPLETION Clause 26.0 Fixed: _____ Value related: _____ Time related: _____	Item
27	A27.0 LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value related: _____ Time related: _____	Item
28	A28.0 SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value related: _____ Time related: _____	Item
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29	A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION Clause 29.0 Fixed: _____ Value related: _____ Time related: _____	Item		
30	A30.0 PENALTY FOR NON-COMPLETION Clause 30.0 Fixed: _____ Value related: _____ Time related: _____ <u>PAYMENT</u>	Item		
31	A31.0 INTERIM PAYMENT TO THE CONTRACTOR Clause 31.0 Clause 31.8 is amended by replacing it with the following two alternative clauses: Alternative A 31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 31.8(A).1 Ninety five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion 31.8(A).2 Ninety seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion 31.8(A).3 Ninety nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6 31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate			
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Alternative B

31.8(B) Where **security** is a payment reduction in terms of 14.7 the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed:___ Value related:___ Time related:_____

32 A32.0 **ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed:_____ Value related:_____ Time related:_____

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33	A33.0 RECOVERY OF EXPENSE AND LOSS Clause 33.0			
34	A34.0 FINAL ACCOUNT AND FINAL PAYMENT Clause 34.0 Clause 34.13 is amended by replacing “seven (7) calendar days” with “twenty one (21) calendar days” and deleting the words “subject to the employer giving the contractor a tax invoice for the amount due” Fixed: _____ Value related: _____ Time related: _____	Item		
35	A35.0 PAYMENT TO OTHER PARTIES Clause 35.0 Fixed: _____ Value related: _____ Time related: _____ <u>CANCELLATION</u>	Item		
36	A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT Clause 36.0 Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “principal agent” with “employer” Clause 36.0 is amended by the addition of the following clause: 36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed: _____ Value related: _____ Time related: _____	Item		
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37 A37.0 **CANCELLATION BY EMPLOYER - LOSS AND DAMAGE**

Clause 37.0

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

Item

38 A38.0 **CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value related: _____ Time related: _____

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39 A39.0 **CANCELLATION - CESSATION OF THE WORKS**

Clause 39.0

Fixed: _____ Value related: _____ Time related: _____

Item

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40	A40.0 DISPUTE SETTLEMENT Clause 40.0 Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years” Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs Fixed _____ Value related: _____ Time related: _____ <u>SUBSTITUTE PROVISIONS</u>	Item	
41	A41.0 STATE CLAUSES Clause 41.0 Fixed: _____ Value related: _____ Time related: _____ <u>CONTRACT VARIABLES</u> <u>THE SCHEDULE</u>	Item	
42	A42.0 PRE-TENDER INFORMATION Clause 42.0 Tenderers are referred to the Contact Data C1.2 of this document for variables pertaining to this contract Fixed: _____ Value related: _____ Time related: _____ <u>SECTION B: JBCC PRELIMINARIES</u> B1.0 DEFINITIONS AND INTERPRETATION	Item	
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43	B1.1 Definitions and interpretation Fixed: _____ Value related: _____ Time related: _____	Item		
	B2.0 DOCUMENTS			
44	B2.1 Checking of documents Fixed: _____ Value related: _____ Time related: _____	Item		
	B2.2 Provisional bills of quantities Fixed: _____ Value related: _____ Time related: _____	N/A		
45	B2.3 Availability of construction documentation Fixed: _____ Value related: _____ Time related: _____	Item		
46	B2.4 Interests of agents Fixed: _____ Value related: _____ Time related: _____	Item		
47	B2.5 Priced documents Fixed: _____ Value related: _____ Time related: _____	Item		
48	B2.6 Tender submission Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance" Fixed: _____ Value related: _____ Time related: _____	Item		
	B3.0 THE SITE			
49	B3.1 Defined works area Fixed: _____ Value related: _____ Time related: _____	Item		
50	B3.2 Geotechnical investigation Fixed: _____ Value related: _____ Time related: _____	Item		
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51	B3.3 Inspection of the site Fixed: _____ Value related: _____ Time related: _____	Item		
52	B3.4 Existing premises occupied Fixed: _____ Value related: _____ Time related: _____	Item		
53	B3.5 Previous work - dimensional accuracy Fixed: _____ Value related: _____ Time related: _____	Item		
54	B3.6 Previous work - defects Fixed: _____ Value related: _____ Time related: _____	Item		
55	B3.7 Services - known Fixed: _____ Value related: _____ Time related: _____	Item		
56	B3.8 Services - unknown Fixed: _____ Value related: _____ Time related: _____	Item		
57	B3.9 Protection of trees Fixed: _____ Value related: _____ Time related: _____	Item		
58	B3.10 Articles of value Fixed: _____ Value related: _____ Time related: _____	Item		
59	B3.11 Inspection of adjoining properties Fixed: _____ Value related: _____ Time related: _____	Item		
	B4.0 MANAGEMENT OF CONTRACT			
60	B4.1 Management of the works Fixed: _____ Value related: _____ Time related: _____	Item		
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61	B4.2 Programme for the works Fixed: _____ Value related: _____ Time related: _____	Item		
62	B4.3 Progress meetings Fixed: _____ Value related: _____ Time related: _____	Item		
63	B4.4 Technical meetings Fixed: _____ Value related: _____ Time related: _____	Item		
64	B4.5 Labour and plant records Fixed: _____ Value related: _____ Time related: _____	Item		
	B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS			
65	B5.1 Samples of materials Fixed: _____ Value related: _____ Time related: _____	Item		
66	B5.2 Workmanship samples Fixed: _____ Value related: _____ Time related: _____	Item		
67	B5.3 Shop drawings Fixed: _____ Value related: _____ Time related: _____	Item		
68	B5.4 Compliance with manufacturers' instructions Fixed: _____ Value related: _____ Time related: _____	Item		
	B6.0 TEMPORARY WORKS AND PLANT			
69	B6.1 Deposits and fees Fixed: _____ Value related: _____ Time related: _____	Item		
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70	B6.2 Enclosure of the works			
	Fixed: _____ Value related: _____ Time related: _____	Item		
71	B6.3 Advertising			
	Fixed: _____ Value related: _____ Time related: _____	Item		
72	B6.4 Plant, equipment, sheds and offices			
	Fixed: _____ Value related: _____ Time related: _____	Item		
73	B6.5 Main notice board			
	Fixed: _____ Value related: _____ Time related: _____	Item		
74	B6.6 Subcontractors' notice board			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	B7.0 TEMPORARY SERVICES			
75	B7.1 Location			
	Fixed: _____ Value related: _____ Time related: _____	Item		
76	B7.2 Water			
	Fixed: _____ Value related: _____ Time related: _____	Item		
77	B7.3 Electricity			
	Fixed: _____ Value related: _____ Time related: _____	Item		
78	B7.4 Telecommunication facilities			
	Fixed: _____ Value related: _____ Time related: _____	Item		
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79	B7.5 Ablution facilities				
	Fixed: _____ Value related: _____ Time related: _____	Item			
	B8.0 PRIME COST AMOUNTS				
80	B8.1 Responsibility for prime cost amounts				
	Fixed: _____ Value related: _____ Time related: _____	Item			
	B9.0 ATTENDANCE ON N/S SUBCONTRACTORS				
81	B9.1 General attendance				
	The schedule rates providing for attendance on nominated subcontractors and other contractors , will be adjusted only if the scope of the work has changed.				
	Fixed: _____ Value related: _____ Time related: _____	Item			
82	B9.2 Special attendance				
	Fixed: _____ Value related: _____ Time related: _____	Item			
83	B9.3 Commissioning - fuel, water and electricity				
	Fixed: _____ Value related: _____ Time related: _____	Item			
	B10.0 FINANCIAL ASPECTS				
84	B10.1 Statutory taxes, duties and levies				
	Fixed: _____ Value related: _____ Time related: _____	Item			
85	B10.2 Payment for preliminaries				
	Fixed: _____ Value related: _____ Time related: _____	Item			
86	B10.3 Adjustment of preliminaries				
	Fixed: _____ Value related: _____ Time related: _____	Item			
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87	B10.4 Payment certificate cash flow			
	Fixed: _____ Value related: _____ Time related: _____	Item		
	B11.0 GENERAL			
88	B11.1 Protection of the works			
	Fixed: _____ Value related: _____ Time related: _____	Item		
89	B11.2 Protection / isolation of existing / sectionally occupied works			
	Fixed: _____ Value related: _____ Time related: _____	Item		
90	B11.3 Security of the works			
	Fixed: _____ Value related: _____ Time related: _____	Item		
91	B11.4 Notice before covering work			
	Fixed: _____ Value related: _____ Time related: _____	Item		
92	B11.5 Disturbance			
	Fixed: _____ Value related: _____ Time related: _____	Item		
93	B11.6 Environmental disturbance			
	Fixed: _____ Value related: _____ Time related: _____	Item		
94	B11.7 Works cleaning and clearing			
	Fixed: _____ Value related: _____ Time related: _____	Item		
95	B11.8 Vermin			
	Fixed: _____ Value related: _____ Time related: _____	Item		
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96	B11.9 Overhand work Fixed: _____ Value related: _____ Time related: _____	Item		
97	B11.10 Instruction manuals and guarantees Fixed: _____ Value related: _____ Time related: _____	Item		
98	B11.11 As built information Fixed: _____ Value related: _____ Time related: _____	Item		
99	B11.12 Tenant installations Fixed: _____ Value related: _____ Time related: _____	Item		
	B12.0 SCHEDULE OF VARIABLES			
100	B12.1 Pre-tender information Fixed: _____ Value related: _____ Time related: _____ This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries. Spaces requiring information must be filled in, shown as “not applicable” or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets 12.1 PRE TENDER INFORMATION 12.1.1 Provisional Bills of Quantities [2.2] <i>The quantities are provisional</i> No 12.1.2 Availability of construction documentation [2.3] <i>Construction of documentation is complete</i> Yes Carried to Collection Section No. 1 SECTION 1 - PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries and general	Item		
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12.1.3 **Interests of agents**

[2.4] Details:

Nil

12.1.4 **Defined works area**

[3.1] Details:

The work area will be pointed out by the principal agent to the contractor who will sign a written acknowledgement therefor before commencing operations.

12.1.5 **Geotechnical investigation**

[3.2] Details:

Obtainable from Principal Agent

12.1.6 **Existing premises occupied**

[3.4] Specific requirements:

*The existing premises will be in use and occupied during the course of this **contract**. Close co-operation with the Client will be necessary to determine the exact phasing of the work. The **contractor** shall execute the **works** in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes.*

12.1.7 **Previous work - dimensional accuracy**

[3.5] Details:

12.1.8 **Previous work - defects**

[3.6] Details:

12.1.9 **Services - known**

[3.7] Details:

All known services where available will be pointed out at the site hand over

*Should the **contractor** encounter any existing services such as underground cables, pipes or sewer during the execution of the **works** he shall notify the **principal agent** immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the **principal agent**.*

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12.1.10 Protection of trees**[3.9]** Specific requirements:

Only those trees and shrubs indicated as such on the drawings shall be removed or cut back. The remainder of the trees and shrubs shall be left undamaged.

12.1.11 Inspection of adjoining properties**[3.11]** Specific requirements:

*The **contractor** shall make his own arrangements with owners of adjoining properties in order to execute the **works**.*

12.1.12 Enclosure of the works**[6.2]** Specific requirements:

The site must be suitably hoarded with at least a 1.8m high diamond mesh fence at all times with a limited number of restricted access points.

12.1.13 Offices**[6.4.3]** Specific requirements:

The Contractor must, within fourteen days of site hand over, provide an office which shall be used for site meetings and for his own use. The Representative and/or other designated persons must have free access for use during working hours.

The office must comprise a minimum of 20m² in area by 3 meter high, be ventilated, have good lumination, must be reasonable soundproof and be provided with a hard floor construction. Minimum equipment will comprise of a desk on which drawings could be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. The office must be kept clean, maintained and kept neat for the duration of the contract and be removed on completion.

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12.1.14 Main notice board

[6.5] Specific requirements:

The Contractor must provide and erect a consultants signboard, maintain and remove it on completion of the contract. The board must comply with the official standard type signboards in all aspects as required by the Municipality. The minimum size for the board is 2750mm wide x 1800mm high.

The board must be constructed with a firm flat exposed face, approved material of firm construction, painted and lettered according to the standard drawings, which is available on request, and the board must be mounted on sturdy pipe-stands at a height of 1800mm above natural ground level.

NOTE: The official crest required for the consultants board will be issued free of charge by the Municipality to the successful tenderer.

12.1.15 **Subcontractors' notice board**

[6.6] Specific requirements:

No

12.1.16 **Water**[7.2] Option A (by **contractor**)

Yes

12.1.17 **Electricity**[7.3] Option A (by **contractor**)

Yes

12.1.18 **Telecommunications**

[7.4] Telephone

Yes

Facsimile

Yes

E-mail

Yes

12.1.19 **Ablution facilities**[7.5] Option A (by **contractor**)

Yes

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12.1.20 **Protection of existing/sectionally occupied works**

[11.2] Protection is required

No

12.1.21 **Special attendance**

[9.2] **Subcontractors** (1) details:

Subcontractors (2) details:

Subcontractors (3) details:

Subcontractors (4) details:

12.1.22 **Protection of works**

[11.1] Specific requirements:

12.1.23 **Disturbance**

[11.5] Specific requirements:

*The **contractor** shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent***

12.1.24 **Environmental disturbance**

[11.6] Specific requirements:

12.2 **POST-TENDER INFORMATION**

12.2.1 **Payment of preliminaries**

[10.2] Option A (pro-rated)

(Yes/No)

Option B (calculated)

(Yes/No)

12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories)

(Yes/No)

Option B (detailed breakdown)

(Yes/No)

12.2.3 **Additional agreed preliminaries items**

Details:

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SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

101 C1 **CONTRACT DRAWINGS**

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to

enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed

Should any part of the drawings not be clearly intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent

Fixed: _____ Value related: _____ Time related: _____

Item

102 C2 **GENERAL PREAMBLES**

The document “ **Model Preambles for Trades 2008** ” as published by the Association of Quantity Surveyors shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: _____ Value related: _____ Time related: _____

Item

103 C3 **TRADE NAMES**

Wherever a trade name for any product has been described in the **bills of quantities**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____

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104	C4 COMMUNITY LIASON OFFICER Allow for a Community Liaison Officer (CLO) to be appointed Fixed: _____ Value related: _____ Time related: _____	N/A		
105	C5 COMMUNITY LIASON OFFICER'S OFFICE Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office Fixed: _____ Value related: _____ Time related: _____	N/A		
106	C6 LOCAL LABOUR Allow for regular submission of proof of employment of local skilled and unskilled labour to Employer' Fixed: _____ Value related: _____ Time related: _____	Item		
107	C7 LOCAL RECORD Allow for the provision of weekly reports to in a schedule form of all tradesmen and labour employed on the site (contractor' Fixed: _____ Value related: _____ Time related: _____	Item		
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C8 HIV/AIDS AWARENESS

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

108 C8.1 AWARENESS CAMPAIGN

Selection, appointment, briefing and making available of an Awareness Campaign including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

109 C8.2 AWARENESS WORKSHOPS

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

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110	C8.3 POSTERS, BOOKLETS, VIDEOS, ETC. Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____	Item		
111	C8.4 ACCESS TO CONDOMS Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____	Item		
112	C8.5 MONITORING Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____	Item		
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113 C9 OCCUPATIONAL HEALTH AND SAFETY ACT

The **contractor** shall comply 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

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: _____ Value related: _____ Time
related: _____

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Item No		Quantity	Rate	Amount
	<u>SECTION 2</u>			
	<u>BUILDING WORKS</u>			
	<u>BILL NO 1</u>			
	<u>ALTERATIONS (PROVISIONAL)</u>			
	<u>PREAMBLES</u>			
	<u>Preambles for Trades as defined in Pricing Instructions (Item 7)</u>			
	<u>TRADE NAMES</u>			
	Any reference to trade names in the Bills of Quantities or Architect's specification or drawings shall deem to mean "or similar and approved"			
	<u>ALTERATIONS</u>			
1	All material become the property of the Contractor and are to be removed by him from the site. All debris and rubbish arising from the alterations are to be immediately carted away and the site left clear and unencumbered	Item		
2	Any breaking up, breaking down, etc. and removal of existing work must be done with the greatest care to prevent any form of structural or other damage to work or items not due to be removed. If any such damage may occur it will be made good by the Contractor on his own expense	Item		
	<u>FLOORS AND FLOOR FINISHES</u>			
3	Take up and remove existing ceramic tiles with cement plaster bedding, skirtings, etc. from concrete floor, including preparing and proper cleaning of concrete surface to receive new screed (measured elsewhere)	m2	927	
4	Take up and remove existing vinyl tile floor covering	m2	39	
5	Take up and remove existing vinyl sheeting floor covering	m2	25	
6	Take up and remove existing carpet floor covering	m2	221	
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7	Break up and remove existing screed approximately 30mm thick from concrete surface bed and prepare latter to receive new screed (measured elsewhere)	m2	2,160
8	Take off and remove existing 75mm timber skirting from plastered wall and repair wall surface	m	411
<u>WALLS AND WALL FINISHES</u>			
9	Break down and remove existing half brick wall	m2	86
10	Break down and remove existing one brick wall	m2	188
11	Hack off and remove internal plaster in patching from brick walls, concrete columns and beams and prepare to receive new plaster (measured elsewhere), including all necessary cleaning	m2	350
12	Hack off and remove existing white glazed tiles including plaster backing from brick walls in patches and prepare the surface to receive new tiles (elsewhere measured)	m2	155
13	Break down and remove existing seating bench, comprising of brickwork and 100mm surface bed. Overall size 450 x 500mm high	m	25
14	Carefully cut crack in existing plastered wall open as necessary, prepare for and fill in with epoxy filling as "epidermix 314" or other similar approved and finish off flush with adjacent finishes	m	255
15	Prepare existing plastered walls to receive tiles	m2	200
<u>Remove algae, faulty paint work etc. by means of "high pressure water jet cleaning" on</u>			
16	Existing external <u>face brick walls</u> , including replacing mortar joints where necessary not exceeding 3m high	m2	1,878
17	Existing external <u>face brick walls</u> , including replacing mortar joints where necessary exceeding 3m not exceeding 6.5m high	m2	855
18	Existing external <u>face brick walls</u> , including replacing mortar joints where necessary exceeding 6.5m not exceeding 9m high	m2	155
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DOORS

19	Remove existing mortice lock from wooden door and prepare to receive new lockset (elsewhere measured)	No	25
20	Service existing timber door overall size 813 x 2032mm high	No	12
21	Service existing timber door overall size 1588 x 2032mm high	No	13
22	Service existing security gate size 900 x 2000mm high	No	18
23	Service existing security gate size 1650 x 2000mm high	No	15

Take out and remove existing doors to be replaced

24	Take out and remove existing timber door, size 813 x 2032mm high, from pressed steel door frame and prepare frame to receive new door	No	25
25	Take out and remove existing timber double door, size 1511 x 2032mm high, from pressed steel door frame and prepare frame to receive new door	No	15

Take out and remove existing door frames and doors from walls

26	Take out and remove existing timber door and steel frame, size 813 x 1882mm high from half brick wall	No	13
27	Take out and remove existing timber door and steel frame, size 813 x 2032mm high from half brick wall	No	5
28	Take out and remove existing timber door and steel frame, size 813 x 2032mm high from one brick wall	No	6
29	Take out and remove existing timber door and steel frame, size 813 x 2032mm high with 305mm high Fanlight from one brick wall	No	36
30	Take out and remove existing timber door and steel frame, size 1600 x 2032mm high from one brick wall	No	5

Take out and remove existing security gates to be replaced

31	Take out and remove existing security gate, size 900 x 2000mm high from one brick wall	No	10
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32	Take out and remove existing security gate, size 900 x 2000mm high with 305mm high fanlight from one brick wall	No	32		
33	Take out and remove existing security gate, size 1650 x 2000mm high from one brick wall	No	4		
<u>WINDOWS</u>					
34	Remove existing glass panels from steel window sashes, fixed with putty and prepare to receive new glass (elsewhere measured)	m2	2		
35	Service existing residential type window frame, size 470 x 600mm high, including all necessary bending, servicing of hinges and replacing of ironmongery, etc. (replacement of glass measured elsewhere)	No	83		
36	Service existing residential type window frame, size 600 x 600mm high, including all necessary bending, servicing of hinges and replacing of ironmongery, etc. (replacement of glass measured elsewhere)	No	25		
37	Service existing residential type window frame, size 500 x 500mm high, including all necessary bending, servicing of hinges and replacing of ironmongery, etc. (replacement of glass measured elsewhere)	No	52		
38	Ditto, but size 3000 x 600mm high	No	14		
39	Ditto, but size 1500 x 600mm high	No	7		
40	Ditto, but size 1000 x 600mm high	No	17		
41	Ditto, but size 1000 x 1200mm high	No	3		
42	Ditto, but size 2000 x 600mm high	No	8		
<u>CEILINGS</u>					
43	Take down and remove existing gypsum plaster or fibre cement ceiling boards, including brandering, insulation, cornices, etc.	m2	85		
44	Take down and remove existing suspended ceiling boards, including grating system, shadowline, etc.	m2	85		
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ROOFS

45	Thoroughly inspect existing IBR sheet iron roof covering and refix to timber purlins, including replacement of all galvanised iron fixing screws, with approved fixing screws and rubber based conical washers and fill up screw holes with and approved material to ensure proper fixing, etc	m2	185
46	Take off and remove existing timber fascia and barge boards, not exceeding 300mm wide, from roof timbers	m	78

TIMBER FITTINGS

47	Remove existing timber built in cupboard unit, overall size 2500 x 750 x 2600mm high, from plastered wall and concrete floor with cement plaster screed and repair wall and floor faces	No	15
48	Remove existing timber seating bench approximately 500mm wide including wallbands and steel brackets from plastered wall and repair wall faces	m	35
49	Remove existing timber counter, overall size 1100 x 5250mm long overall including support, brackets, etc.	No	15
50	Remove existing timber counter, overall size 1100 x 6000mm long overall including support, brackets, etc.	No	8

IRONMONGERY

51	Carefully remove mirror, size 450 x 600mm high from plastered walls, repair finishes and prepare to receive new (elsewhere measured)	No	45
52	Take off and remove existing chromium plated toilet roll holders plugged to plastered brick walls and repair wall faces and prepare to receive new (elsewhere measured)	No	38

PLUMBING AND DRAINAGE

53	Cut through, take off and remove existing galvanised or copper piping not exceeding 50mm diameter, including fittings and brackets from roof space, plastered walls, etc., cut back and seal off piping into walls and repair finished faces	m	25
54	Cut through, take off and remove existing 100mm cast iron piping, including fittings and brackets from plastered walls, and repair finished faces where necessary	m	55

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55	Take off and remove taps, shower hoses, shower gratings, etc. from existing piping	No	25		
56	Take off and remove from plastered brick walls existing stainless steel sink, complete with fittings, trap, pipes (sealed off into walls or floors), etc. and repair finished faces	No	15		
57	Ditto, but existing vitreous china wash hand basin	No	10		
58	Take off and remove from plastered brick walls existing vitreous china low-level water closet, complete with cistern, fittings, flush pipe, water pipes (sealed off into walls), etc. and repair finished faces	No	19		
59	Ditto, but for urinal	No	18		
60	Service existing curved back urinal, size 2000mm x 1220 x 305mm deep with tip tank and adjustable drip cock for internal flushing and 70mm diameter outlet with grating, tiling key to back and both ends.	No	5		
61	Service existing curved back urinal, size 3200mm x 1220 x 305mm deep with tip tank and adjustable drip cock for internal flushing and 70mm diameter outlet with grating, tiling key to back and both ends.	No	3		
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<u>SECTION 2</u>			
<u>BILL NO 2</u>			
<u>BRICKWORK</u>			
<u>Preamdles</u>			
For preambles see "Preambles for Trades"			
<u>Sizes in descriptions</u>			
Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick			
<u>Hollow walls, etc.</u>			
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			
<u>Rates and Descriptions</u>			
Descriptions of brickwork shall be deemed to include wedging, pinning, building solid against frames etc., bedding of roof coverings, wall plates, base plates, etc., ventilation flues through walls for air bricks etc. and building ends of rafters, joints, bars, pipes, bolts, trunking etc. into or through masonry work, forming, openings and recesses not exceeding 0,5mý, including pointing where applicable, raking out joints of brickwork for flashings and pointing and all rough straight and raking cutting, rough cutting to squint quoins and birdsmouth angles, fair straight cutting to face brickwork and all straight and raking cutting to paving. Rates of brickwork built in two or more thicknesses, hollow walls and brick linings shall be deemed to include for wire ties as well as for the building in thereof, where applicable. At least five ties per square metre must be supplied unless otherwise stated. Angles, ends, etc. shall be deemed to be included in the descriptions of projections and cores. -----			
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SUPERSTRUCTURE**Brickwork of clay bricks in 6:1 cement mortar**

1	Half brick walls	m2	86
2	One brick walls	m2	188

Brick reinforcement

3	75mm Wide reinforcement built in horizontally	m	253
4	150mm Wide reinforcement built in horizontally	m	553

Prestressed concrete lintels (Provisional)

5	110 x 75mm Lintels in lengths not exceeding 3m	m	55
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FIBRE CEMENT WINDOW SILLS**Sloping sills in single lengths bedded in class II mortar including metal fixing lugs at 400mm centres, minimum of 75mm from end of window cill etc**

6	150 x 15mm thick window cill	m	185
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MOVEMENT JOINTS, ETC**Expansion joints with 12mm Bitumen Impregnated softboard between vertical concrete and brick surfaces**

7	12mm Joints not exceeding 300mm high	m	35
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FACE BRICKWORK**Face bricks are to be Corobrik FBX face bricks (PC R7500/1000 delivered) to match existing pointed with raked vertical and raked horizontal joints.**

8	Extra over brickwork for face brickwork pointed on all exposed surfaces (Provisional)	m2	355
9	Brick on edge header course lintel cut to form 110mm wide pointed on face and 115mm soffit	m	88
10	Brick on edge header course window sill 220mm wide, set weathered and slightly projecting, including pointing on top, front and projecting soffit including raking cutting of brickwork underneath.	m	87

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<u>SECTION 2</u> <u>BILL NO 3</u> <u>WATERPROOFING</u> <u>Preambles</u> For preambles see "Preambles for Trades" <u>Dampproofing to walls, under sills, etc.</u> All joints in dampproofing to walls, under sills, etc. shall be lapped a minimum of 150mm except at junctions and corners where the lap shall equal the full thickness of the wall <u>Descriptions, etc</u> Descriptions of dampproofing, waterproofing, etc. are to be deemed to include for lapping, junctions, dressing, sealing, etc. (all in accordance with the manufacturer's specifications) and for protection against damage Descriptions in general are to be deemed to include for cleaning and preparation of surfaces ----- <u>WATERPROOFING TO FLAT ROOFS (PROVISIONAL)</u>			
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Section No. 2 SECTION 2 - BUILDING WORKS Bill No. 3 Waterproofing			

Surface preparation: Surfaces to receive waterproofing shall be dry, clean and sound, free of voids, sharp protrusions or contaminates. Surfaces must be screeded with a steel float to minimum falls of 1:60 to outlets and gutter. Internal corners to be coved to 50mm and external corner radiused to 25mm. All vertical surfaces for turn ups to be plastered smooth and true. **Priming:** Prime with Pro-Struct® 201 Bituminous Primer and allow solvent to flash off. **Waterproofing:** Apply a 300mm wide gusset of 3mm thick Deltaplast Plain 3mm centrally at all floor screed and wall junctions. Dress all full-bore outlets with a single layer of 3mm thick Deltaplast Plain and seal the entire outlet with Pro-Struct® 203 Rubberised Bitumen Emulsion reinforced with Pro-Struct® Reinforced Membrane. Apply a single layer of Pro-Struct® Deltaplast TNT Plain reinforced with 180g/m² non-woven polyester membrane, 4mm thick by heat fusion onto primed areas. Side laps of 75mm to have small bead of molten bitumen visible at exposed edges. Seal edges with a roller while bitumen in a molten state. Do not use heated trowel. End laps must have underlying membrane heated to form a 100mm wide strip of molten bitumen, with the underside of the overlapping sheet heated and laid into the molten bitumen and rolled. Do not use heated trowel. Extend and fully bond the membrane minimum 200mm up all vertical surfaces and counterflash with 100mm wide strip of Pro-Struct® Rubberised bitumen Flashing Liquid reinforced with Pro-Struct® 200 membrane. **Flood test:** On completion of the waterproofing installation the contractor is to seal all outlets and flood test the waterproofed area. The area must be certified to the Principal Agent that it was handed over in a water-tight condition. **Guarantee:** The waterproofing must be laid under a ten (10) year guarantee to be lodged with the Principal Agent.

"Stoncor, Pro Struct" waterproofing

1	On flat roofs to falls and currents	m2	742
2	On walkways to falls and currents	m2	1,805
3	Additional membrane 300mm girth at internal and external angles with and including 50mm diameter cement plaster coved corner	m	251

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<u>BILL NO 4</u>			
<u>CARPENTRY AND JOINERY</u>			
<u>Preambles, spesifications, etc.</u>			
For preambles see "Preambles for Trades"			
<u>Stress grades of South African Pine</u>			
All South African Pine shall be deemed to be of at least grade V4 of M4, unless otherwise stated, in accordance with SABS-specification 563			
<u>Treatment against insect pests</u>			
Rates for all timber shall be deemed to include for treatment against insect pests			
All softwood for this job shall be treated to combat and prevent the spread of certain insect pests in accordance with Government Gazette Notice No R451 of 28 March 1969 and any amendments thereto. Proof of treatment shall be lodged with the Employer prior to the use of any timber in the works.			
<u>Mitres, intersections, etc</u>			
Descriptions of timber which is given linear, angles, rebates, grooves, chamfers, moulded edges, etc . are to be deemed to include for mitres, intersections, splay cut ends, stops, etc			
Descriptions of timber, etc shall be deemed to include for straight cutting and notching			
<u>Fixing</u>			
Items described as "plugged" shall be deemed to include for screwing to fibre, plastic or metal plugs at not exceeding 600mm centres or shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.			
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Carpentry and Joinery			

Descriptions are to be deemed to include for nails, screws, plugs, adhesives, holes, sinkings, peletting, etc

Structural timber

Descriptions of structural timber are to be deemed to include for joints in the length, holes, splay cut ends and mitres

Fascias, etc.

Descriptions of fibre-cement fascias and barge boards shall be deemed to include for mitres, end junctions, screws, bolts, wall anchors, holes, etc.

Door frames

Rates for timber door frames shall be deemed to include for approved mild steel stay pegs in floors and hoop-iron clamps to walls, including holes, building in, etc

Joinery

Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc.

Descriptions of tops shall be deemed to include for securing with approved metal clips or hardwood rebated buttons at not more than 300mm centres.

Rates for joinery shall be deemed to include for general framing, housing, notching,arris rounded angles, glueing, blocking, planting on, screwing, adhesives, dowels, nails, spikes and screws and setting up complete.

Jointing, housing and notching are indicated where possible

Particle board

Particle board shall comply with the following specifications:

- a) SABS 1300 Particle board : exterior and flooring type.
- b) SABS 1301 Particle board : interior type.

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Decorative laminate finish

Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish.

EAVES, VERGES, ETC**Pressed fibre cement**

- | | | | |
|---|---|---|-----|
| 1 | 15 x 225mm Fascia board bolted to timber or steel purlins (elsewhere) with corrosion proof gutter bolts at maximum 1000mm centres butt jointed with and including standard fascia jointing plates at all joints | m | 185 |
|---|---|---|-----|

DOORS, ETC**40mm semi-solid core flush panel door with masonite finish both sides**

- | | | | |
|---|---|----|----|
| 2 | Single Door size 813 x 1882mm high | No | 76 |
| 3 | Single Door size 813 x 2032mm high | No | 7 |
| 4 | Double Door size 1588 x 2032mm high with two equal leaves | No | 4 |

40mm solid core flush panel door with masonite finish both sides

- | | | | |
|---|---|----|----|
| 5 | Single Door size 813 x 2032mm high | No | 90 |
| 6 | Double Door size 1588 x 2032mm high with two equal leaves | No | 2 |

Mutual Austen Safes DS1 right hand record room with 7-lever security keylock and 3-wheel combination lock, overall size 760 x 1883 high finished in rustproof undercoat for final painting by contractors.

- | | | | |
|---|---|----|---|
| 7 | Single Door size 760 x 1883mm high (Mental Health: D04) | No | 2 |
|---|---|----|---|

SKIRTINGS

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Wrought meranti

8	19 x 75mm Skirting including 19mm quadrant bead nailed	m	261
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THE FOLLOWING IN OPEN SLATTED SEATS (PROVISIONAL)

9	Open slatted seat formed of 22 x 44mm angle rounded Meranti slats at 60mm centres and screwed from underneath to steel frame (measured elsewhere),including holes through steel	m2	25
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<u>SECTION 2</u> <u>BILL NO 5</u> <u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u> <u>Preambles</u> For preambles see "Preambles for Trades" <u>South African Pine</u> All South African Pine shall be at least grade V4 or M4 quality in accordance with SABS specification 563. <u>Fixing</u> Items described as "plugged" shall be deemed to include for screwing to fibre, plastic or metal plugs at not exceeding 600mm centres or shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete. <u>Prices and Descriptions</u> Prices of ceilings, brandering, etc. shall be deemed to include for straight and raking cutting, holes, notches, mitres, jointing, nails and screws, holes for light fittings, including additional trimmers, hangers, etc. Descriptions of trapdoors shall be deemed to include for trimmers and that of cornices for mitres and intersections. ----- <u>CEILING INSULATION</u>			
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<u>50mm Thick Isover Aerolite non-combustible lightweight (nominal density 12kg/m3) fibreglass reinforced insulation blanket, closely fitted with ends butted firmly and laid loose on top ceiling. All strictly to manufacturer's specifications.</u>					
1	Ceiling insulation	m2	354		
<u>CEILINGS</u>					
<u>Wrought softwood</u>					
2	38 x 114mm Ceiling joists (Provisional)	m	55		
3	38 x 114mm Ceiling joists plugged to brickwork (Provisional)	m	370		
<u>Sawn South African Pine</u>					
4	Branding for ceiling formed with 38 x 50mm battens at 400mm centres in one direction, with cross branding at intersections and ends of ceiling boards	m2	305		
<u>Wrot Meranti</u>					
5	Extra over ceiling boards for cutting in and forming trap door size 800 x 800mm, including trimming, skeleton frame, boarding, fillets, steel butts, bow handle, barrel bolt, etc. (Provisional)	No	5		
<u>NAILED UP CEILINGS</u>					
<u>6mm Thick Nutec screw-up fiber cement ceiling complete with H-profile white steel jointing strips, at right angles to branding using 32mm galvanised semi-clout nails or 32mm grabber screws at 150mm centers to and including 38 x 50mm SA Pine branding at 400mm centers in one direction only with plastic M-strip cover strips over joints with all nail or screw heads stopped and sanded level when dry, all fixed to trusses at centres exceeding 1000mm and not exceeding 1200mm. Install all strictly to manufacturer's specifications to match existing</u>					
6	Fibre cement ceilings	m2	348		
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75mm Gyproc RhinoArt gypsum plaster coved cornice

- | | | | |
|---|---|---|-----|
| 7 | Coved cornice fixed to wall with 38mm galvanised clout or steel nails at 300mm centres into wall and to brandering at 450mm centres | m | 370 |
|---|---|---|-----|

SUSPENDED CEILINGS**Note:**

Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility inseting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)

Gyproc Gyproc White 1200mm x 600mm ceiling tile into the Donn ceiling grid. Ceiling grid consisting of Donn Wall Angle (SM25/M6) fixed to the perimeter wall using fixings at 300mm centres. Space Donn Main Tees T38 FR at 1200mm centres. Suspend main tees using Donn Pre-stretched Galvanised Hanger wire 2.5mm thick or Donn hanger strap 19mm at 1200mm centres. Donn Pre-stretched Galvanised Hanger wire shall be put through the main tees hole and would wind 3 times around itself. 2 steel poprivets or one Donn Wafer Head Tek screw 13mm shall be used to fix the hanger strap to the main tees web. Install Donn Cross Tees T38V/T32V (1200 long) at 600mm centres to create a 1200mm x 600mm ceiling grid. Main tee should be fixed to the wall using angle cleats.

- | | | | |
|---|--|----|-----|
| 8 | Ceilings suspended not exceeding 1,5m below steel trusses | m2 | 49 |
| 9 | Ceilings suspended exceeding 1,5m not exceeding 3m below concrete slab | m2 | 550 |

SM25 recessed shadowline cornice

- | | | | |
|----|--------------------------------------|---|----|
| 10 | Shadowline cornice, plugged to walls | m | 55 |
|----|--------------------------------------|---|----|

SUSPENDED PLASTERED GYPSUMBOARD CEILINGS AND BULKHEADS (PROVISIONAL)

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9,5mm thick Taper edge gypsum plasterboard fixed print side up and screwed to galvanised steel capped tee flush plastered ceiling suspension system with drywall screws spaced at 150mm centres, including galvanised main tees at 1200mm centres and cross tees at 500mm centres, all suspended with 25 x 25mm galvanised angles at not exceeding 1200mm centres, all fixed to trusses at centres. All joints finished off with 48mm wide strips of suitable tape fixed over joints and the whole finished with minimum 3mm and maximum 6mm thick coat of gypsum skim plaster trowelled to smooth polished finish

11	Vertical sides of horizontal bulkheads, suspended not exceeding 1,5m below concrete slabs	m2	47
12	Soffits of horizontal bulkheads, suspended not exceeding 1,5m below concrete slabs	m2	77

PARTITIONS

Unless otherwise described, prices for partitions shall be deemed to include for standard flat section aluminium skirting on both sides

Gyproc Classic Wall System 63/F30S42 Ultrasteel Stud Drywall with fire rating of 30 minutes (SANS 10177-2) and sound rating of 42dB, consisting of 1 layer Gyproc RhinoBoard 12.5mm fixed to both sides of the framework, stud and track system with 63,5 x 35mm Gypframe Donn Drywall UltraSTEEL™ studs at recommended centres, friction fitted into head track and floor track and clad on both sides with all external angles to have Gypframe cornerbeads attached and all joints to be covered with Gyproc RhinoTape and finished with two layers of RhinoGlide applied and lightly sanded down, leaving wall surface prepared for painting, all in accordance with the manufacturer's recommendations.

13	Partitioning 3000m high with bottom plugged and top track fixed to suspended ceiling	m	125
14	Extra over partition 3000m high for vertical abutment	No	41
15	Extra over partition 3000m high for corner	No	22
16	Extra over partition 3000m high for T-intersection	No	15

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17	Extra over partition 3000m high for fair end including natural anodised 'Drywall' aluminium wall channel	No	15
	<u>Extra over partitions for 40mm semi-solid flush doors with masonite finish on both sides and hardwood edge strips to vertical edges, hung to and including standard aluminium door frame with one pair of 100mm steel hinges to each hanging stile, including additional studding, trimming, etc. to partitions</u>		
18	Door 813 x 2032mm high (ironmongery measured elsewhere)	No	18

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<u>BILL NO 6</u>			
<u>FLOOR COVERINGS, PLASTIC LININGS, ETC.</u>			
<u>Preambles</u>			
For preambles see " Preambles for Trades"			
<u>Descriptions, etc</u>			
The descriptions of floor coverings, plastic linings, etc shall be deemed to include for all straight cutting and waste, cutting and fitting at edges, thresholds, walls, projections, etc. and adhesives supplied or recommended by the manufacturer where applicable, finishing level with adjoining floors, protecting from injury and cleaning down on completion. Descriptions shall include welding to plastic or rubber. Descriptions of floor coverings, wall linings, skirtings, nosings, etc. shall be deemed to include all preparatory work to screeded or plaster surfaces, etc. approved priming coats and adhesives. The descriptions of margins, borders, turnups, edges, cover strips, skirtings, combined tread and riser coverings, nosings, etc. shall be deemed to include for corners, mitres, ends, etc. and plastic handrails for running joints, bends, wreaths, mitres, closed ends, etc. Where applicable the descriptions of carpeting shall be deemed to include for fixing strips, aluminium edge strips in openings, etc. All work must be done must be in strict accordance with the manufacturer's specifications and prices are to include therefor -----			
<u>CARPETS</u>			
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Floorcovering			

Supply and fix 2.0mm thick x 2.0m wide Sphera® Element homogeneous vinyl sheeting with SMART Top finish, manufactured in accordance with EN 649 and laid in FloorworX No. 62 Plus acrylic adhesive which has been spread using a trowel fitted with a TKBA2 trowel on a previously prepared (class 1 sub-floor in accordance with SANS 10070, using FloorworX Self Leveller when required, including all cutting and waste. Sphera® Element sheeting must be rolled in both directions with an articulated 68kg threesectional roller immediately after it has been laid into the adhesive. Joints must be butted, grooved and heat welded using the manufacturer's colour matched multi- colour welding rod, ensuring that the welding rod bonds to more than 70% of the sheet thickness.

3.5mm Thick Synthetic rubber floor tiles (P C amount R 500.00/m² for supply, delivered to site, installed, nett), on suitably prepared cement screed with a hygrometer reading showing a moisture content of less than 70%, all in accordance with manufacturer's recommendations. (screeds elsewhere measured)

Polyflor Noppe Stud synthetic rubber floor tiles size 500 x 500 x4mm thick, laid in an approved adhesive spread with a notched trowel on suitably prepared cement screed with a hygrometer reading showing a moisture content of less than 70% and rolled with 68kg articulated floor roller, all in accordance with manufacturer`s recommendations.

EXPANSION JOINTS COVERS

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5	<u>FloorworX Extruda expansion joint cover size 60 x 2mm thick, fixed with an approved adhesive</u> On floors	m	42	
6	<u>SEALERS (PROVISIONAL)</u> <u>Two coats floor dressing as recommended by the manufacturer of the floor coverings on vinyl flooring (stripping and sealing)</u> On floors	m2	325	
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Floorcovering

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2	"Assa Abloy AL8208-150AS" Art 208C91 L/flush Bolt 150mm	No	6
3	"Assa Abloy AL8208-225AS" Art 208C91 L/flush Bolt 225mm	No	6
4	"Union 37651" Helping hand paraplegic indicator bolt	No	12
5	Butt hinge BS7352- Class 9 (Code: 8352-100SSS) fixed to steel door frame	No	579
<u>LOCKS</u>			
Note:All striking plates to be fitted to pressed steel frames unless otherwise stated -----			

<u>"Cisa" or other approved</u>			
6	"2X6SC" Union Oval double cylinder	No	10
7	"L-2241-78SS" Union Oval cylinder lock case	No	10
8	"22311/76CH" Two lever lock	No	7
9	"2226-78SS" Bathroom Lock SS	No	76
10	"CZ6922452SC" Three lever lockset SC	Sets	100
11	"2700SC" Rebate conversion set fixed with security one-way screws	No	6
<u>LOCKS FURNITURE</u>			
<u>"Assa Abloy" or other approved</u>			
12	"CB612-13SC" Union brass protea lever handles on 165 x 50mm SC Backplate oval cylinder piercing	Sets	177
<u>DOOR CLOSERS</u>			
<u>"GEZE" or similar approved</u>			
13	"Geze AZ1503SR TS1500G" Door closer complete with standard guide rail silver	No	7
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14	"Geze AZ2001SR" TS2000VP DCL with parallel arm bracket SR	No	4
15	"Geze AZ2003SR 2000G-SE" OH Door closer with guide rail size 2-5 SE	No	2
16	"Geze AZ4001DA 4000/P/DA/SE O.H" Door closer delayed closing	No	2
17	"Dorma - TS91B/EN3" Non hold open door closer	No	12
<u>SUNDRIES</u>			
<u>BATHROOM FITTINGS</u>			
18	Franke Rodan RODX625 1.5mm thick Grade 304 18/10 satin finished stainless steel touch free soap dispenser (code: 2120107), size 120 x 296 x 107mm deep. Installed strictly to manufacturers specifications	No	25
19	800mm Long x 150mm projecting straight standard stainless steel disabled rail (KB18). Installed strictly to manufacturers specifications	No	2
20	300 x 300 x 300 x 80mm Projecting standard stainless steel dog leg side rail (KB26). Installed strictly to manufacturers specifications	No	2
21	"Franke CHRX 672-359808" lockable stack toilet roll holder, plugged to brickwork or concrete	No	64
<u>WRITING BOARDS</u>			
<u>Vitrex System 2200 (011 826 6549) or equally approved white boards</u>			
22	White writing board 1500 x 1000mm high installed strictly to manufacturer's specifications	No	10
<u>PINNING BOARDS</u>			
<u>Vitrex System 2300 (011 826 6549) or equally approved pin boards with "Flortime Premier" carpet to pinning board</u>			
23	Standard 1000mm x 1000mm pin board all installed strictly to manufacturer's specifications, plugged	No	10

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Ironmongery

SUNDRIES

24	"Assa Abloy AL8730" Door stop plugged	No	113
25	"Assa Abloy AL8253AS" Aluminium coat hook rubber tipped	No	76

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Ironmongery

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<u>BILL NO 8</u>			
<u>METALWORK</u>			
<u>Preambles</u>			
For preambles see "Preambles for Trades"			
<u>Mass</u>			
The mass of all steel has been calculated according to the Structural Steel Tables issued by the South African Institute of Steel Construction and no allowance has been made for rolling margins or waste.			
Any variation in the mass of steel actually used from the above mass lists are to be for the Contractor's account and the listed mass will be adhered to in all calculations affecting the mass of steel in this contract.			
<u>Welding</u>			
Welding shall be in accordance with SABS 044. All welds shall be cleaned and filed or ground off smooth to approval. All welded joints shall be continuous.			
<u>Setting up and building in of windows, frames, etc.</u>			
Descriptions of all windows, frames, combination doors, strong room doors, etc. shall be deemed to include for setting up, building in or fixing in brickwork, blockwork or concrete or against steel or wood. The whole shall be left perfectly watertight and the description shall further be deemed to include for the following:			
Building of brickwork or blockwork hard up against windows, frames, etc., cutting of mortices and pinning or building in of lugs in mortar or screwing to plugs in concrete, including holes, screws and plugs, bedding solid in mortar around windows, frames, etc. as necessary and pointing all round on both sides.			
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Screwing or spot welding to steel at not exceeding 500mm centres including all necessary countersunk self-tapping screws, holes and welding.

Screwing to wood at not exceeding 500mm centres, including all necessary countersunk screws and holes.

Necessary bracing and strutting of windows, frames, etc. to prevent distortion.

Jointing, cutting, etc

Prices for steelwork are to include for all brazing, soldering, welding, bolting, screwing, riveting, threading, mitres, etc. and are indicated where possible

Prices for steelwork in general are to include for all filing smooth, holes (including holes for bolts, expansion bolts, screws, etc.), notching, plugs, screws, rivets, necessary cutting to lengths, straight and raking cutting, all labour to intersections, etc. and are not specifically indicated as such

All rails, etc. described as continuous are to be in long lengths with flush welded butt joints

All screwed work to have full threads.

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

The general descriptions of metalwork shall be deemed to include for shaping, tapping, forging, fitting, assembling, turning, levelling, erecting, temporary struts, one coat approved metal primer to comply with SABS 909

The description of sheeting, wire mesh, screening, expanded metal, gratings, etc. shall be deemed to include holes and notches.

The descriptions of skirtings, etc. shall include for running joints and mitres.

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The description of sub-frames for windows, sills, surrounds,gliding gear,security gates, etc. shall include for mitres.

HANDRAILS, BALUSTRADES, ETC

1	Steel handrails fixed to brickwalls (PC Amount of R500 per metre installed)	m	38
2	Steel handrails, balustrading etc.s (PC Amount of R1400.00 per metre completely installed)	m	85

THE FOLLOWING IN WELDED BENCH BEARERS (PROVISIONAL)

3	38 x 38 x2mm Thick tubular section rails, bearer, etc., with mitred angle intersections	m	25
4	10mm Diameter expansion bolts, 80mm long, including mortice in brickwork or concrete	No	10

PRESSED STEEL GALVANIZED DOOR FRAMES

1.6mm Standard Pressed Mild Steel rebate frames suitable for half brick walls with ball bearing hinges (measured elsewhere)

5	Frame for door 813 x 1882mm high	No	13
6	Frame for door 813 x 2032mm high	No	5
7	Frame for door 813 x 2032mm high including fixed fanlight 300mm high with standard pressed steel glazing beads on one side of fanlight	No	2

1.6mm Standard Pressed Mild Steel rebate frames suitable for one brick walls with ball bearing hinges (measured elsewhere)

8	Frame for door 813 x 2032mm high	No	6
9	Frame for door 813 x 2032mm high including fixed fanlight 305mm high with standard pressed steel glazing beads on one side of fanlight	No	32
10	Frame for door 1511 x 2032mm high	No	5

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11	Frame for door 1511 x 2032mm high including fixed fanlight 305mm high with standard pressed steel glazing beads on one side of fanlight	No	2		
	<u>STEEL DOORS</u>				
	<u>"Transformer Room" door type composed of louvred unit vent panels with vermin proofing to Manufacturer's Specifications;</u>				
12	Steel single transformer door as type MV, size 1525 x 2135mm high, to suit wall 230mm thick. Complete installation as per manufacturer (Mortuary: D15)	No	6		
	<u>STEEL ROLLER SHUTTERS ETC</u>				
	<u>"Serranda" roller shutters door fixed to brickwork</u>				
13	Manual push-up epoxy powder coated roller shutter for 2600 x 1500mm high opening	No	2		
	<u>SECURITY GATE</u>				
	<u>Mild steel screens and gates to brickwork</u>				
14	Single security gate 877 x 2000mm high overall frame formed of 30 x 30 x 3mm hollow sections, with infill panel frame consisting of 30 x 30 x 3mm hollow sections split in two sections approximately 800 x 800mm high and 800 x 1000mm high respectively, filled in with security fencing infill panel welded to infill panel security gate fitted with one and a half pair heavy duty hinges and fixed to wall with and including M10 epoxy grouted bolts both sides (lock elsewhere measured) (Mental Health: D03, D12, D23, D83. Temporary Mental Health: G01)	No	97		
15	Single security gate 877 x 2000mm high with 300mm high fanlight overall frame formed of 30 x 30 x 3mm hollow sections, with infill panel frame consisting of 30 x 30 x 3mm hollow sections split in two sections approximately 800 x 800mm high and 800 x 1000mm high respectively, filled in with security fencing infill panel welded to infill panel security gate fitted with one and a half pair heavy duty hinges and fixed to wall with and including M10 epoxy grouted bolts both sides (lock elsewhere measured) (Mental Health: D03, D12, D23, D83. Temporary Mental Health: G01)	No	9		
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16	Double security gate 1650 x 2000mm high overall frame formed of 30 x 30 x 3mm hollow sections, with infill panel frame consisting of 30 x 30 x 3mm hollow sections split in two sections approximately 800 x 800mm high and 800 x 1000mm high respectively, filled in with security fencing infill panel welded to infill panel security gate fitted with one and a half pair heavy duty hinges and fixed to wall with and including M10 epoxy grouted bolts both sides (lock elsewhere measured) (Mental Health: D10, D18)	No	6
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Xpanda DIY sliding security gates

17	Xpanda fully framed Alu-Glide Plus sliding security gate (Code: 539182), size 2500mm x 2150mm high comprising 3 point Slam Hook lock locking system, double vertical mild steel uprights and 12 x 3mm solid steel diamond lattices rivitted by means of with high tenstile rivets, extruded aluminium top and low profile bottom track, with nylon coated bearing top wheels and 30% glass filled nylon bottom guides, with perimeter framing plugged and screwed at maximum 300mm centres to concrete or brickwork using Xpanda concealed rivets.	No	4
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SHOWER DOORS

Powder coated aluminium corner glazed shower cubicle panel and door complete with magnetic door catch, handles, handle edge rail, receiving wall rail, hinges, etc and toughened safety glass, complying with SANS 1263 Part 1, 2 or 3 with name of manufacturer permanently marked on each sheet visible after glazing, in accordance with NBR N schedule 1 and SANS 10137:2002. Plugged to tiled walls including pointing all round both sides of frame

18	Purpose made 900 x 1830 Shower cubicle doors to be saloon swing doors manufactured using 5mm Cast Acrylic Perspex (colour: Frosted White) fixed between walls using aluminium extrusion. (Mental Health: D29, D30, D63, D64. Temporary Mental Health: D08, D09)	No	4
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Metalwork

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Metalwork

3	75mm High coved Skirting	m	37
<u>SPECIALIST FLOOR COVERINGS</u>			
<u>Substrate to be clean, mechanically sound and free of laitance, dust grease and oil. Prime substrate with one coat FloorworX Acrylic Primer diluted 1:5 with clean water using a brush or roller at a spreadrate of 0.11 litres/m². Mechanically mix FloorworX Self Leveller with clean water until a homogenous mix has been achieved. Apply 4 to 20mm thick FloorworX Self Leveller using a pour or pump and spread with skeg leveller, all in accordance with the manufacturer's instructions.</u>			
4	On floors (Provisional)	m2	325
<u>INTERNAL PLASTER</u>			
<u>One coat 1:4 cement plaster to brickwork with steel trowel to receive an approved high quality paint.</u>			
5	On existing walls	m2	18
6	On walls	m2	548
7	On narrow widths	m2	55
<u>Cement plaster on concrete</u>			
8	On ceilings	m2	312
<u>One coat 1:4 cement plaster on brickwork to receive wall tiling</u>			
9	On walls	m2	255
10	On narrow widths	m2	55
<u>Sundries</u>			
11	1mm Diameter hexagonal wire mesh pinned to brickwork or concrete work to receive plaster (elsewhere measured)	m2	55
<u>DIVIDING STRIPS, NOSING STRIPS ETC.</u>			
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Bill No. 9

Plastering

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Item No	Quantity	Rate	Amount
<u>SECTION 2</u>			
<u>BILL NO 10</u>			
<u>TILING</u>			
<u>Preambles</u>			
For preambles see "Preambles for Trades"			
<u>Preparatory work</u>			
Surfaces shall be clean and free of oil and thoroughly wetted directly before any tiling is commenced . Concrete surfaces shall be slushed with a mixture of one part cement and one part coarse sand or otherwise treated to form a proper key			
<u>Glazed ceramic wall tiling</u>			
Glazed ceramic wall tiles and fittings shall comply with SABS22.			
Tiles shall be fixed in accordance with SABS0107. Where tiles are fixed to plaster or screed with an adhesive, the adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be straight, continuous and tightly fitted and pointed with waterproofed white cement.			
Tiling described as "on walls" is on brick walls or block walls unless otherwise stated and shall include concrete columns, beams and lintels flush with the face of the wall.			
<u>Porcelain floor tiling</u>			
Glazed and unglazed ceramic floor tiles, fittings and bedding shall comply with SABS 1449. Where tiles are fixed to screeds with an adhesive, the adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be straight, continuous and flush pointed with an approved grouting compound.			
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Descriptions

Descriptions of tiling shall be deemed to include necessary preparatory work, beds and backings (where applicable), symmetrical arrangement of tiling with cutting along both sides of panels, all straight and raking cutting, fair edges, cutting and fitting around pipes, etc. Where mentioned that tiling is to be fixed to plaster or screeds, the plaster or screeds is measured elsewhere.

WALL TILING

200 x 200 x 8mm thick Johnson or equally approved matt glazed ceramic wall tiles with 3mm joints fixed to walls with approved tile adhesive to plastered walls and waterproof tile grouting to joints

1	On walls	m2	200
2	On walls in splashbacks	m2	2
3	On narrow widths	m2	25

SUNDRIES

4	External PVC trimming to corners as by KIRK Marketing PRE or other approved	m	35
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FLOOR TILING

600 x 600mm Porcelain floor tiles PC amount of R300.00/m² supplied and delivered to site for 600 x 600mm Double loaded Full body porcelain floor tiles with 3mm wide grouting joints and a 5 PEI Rating and joints complete with rectangular borders and diagonal infill panels-all according to detail tile layout, install with Tal tile adhesive as recommended by tile manufacturer on screed (elsewhere measured) to suit required level. Finish all joints with COPROX waterproof grout. All strictly to manufacturer's specifications.

5	On floors and landings	m2	965
6	On treads 300mm wide in cut header coarse	m	35
7	On risers 170mm high in cut header coarse	m	25
8	100mm High cut skirting tile	m	812

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Item No	Quantity	Rate	Amount
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<u>BILL NO 11</u>			
<u>INTERNAL PLUMBING AND DRAINAGE</u>			
<u>(PROVISIONAL)</u>			
<u>Preambles</u>			
For preambles see "Specification of Materials and Methods to be used"			
<u>Descriptions and Preambles</u>			
Unless specifically otherwise described, the full descriptions, specifications and preambles of items in other Bills and Sections shall apply equally to similar items in this Bill			
<u>Regulations</u>			
All drainage and sanitary work shall be executed in accordance with the regulations of the Local Authorities.			
<u>Excavations, etc</u>			
Descriptions of excavations shall be deemed to be in "earth" as defined elsewhere			
Where trenching is included in the descriptions of pipes, it shall be deemed to include excavations, bedding, back filling, compaction, putting aside of excess material, additional excavation and filling necessary at pipe joints, risk of collapse and keeping excavations free from water			
The Contractor shall be responsible for erecting all planking and strutting to comply with government regulations and that may be necessary to maintain excavated faces and to ensure the safety of the works at all times. He shall accept full responsibility in this connection and he must allow in his prices accordingly.			
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Trench bottoms must be excavated and worked down to even falls and well rammed. Any excavation taken out to deep shall be filled in with 15MPa concrete on the Contractor's expense. Any soft spots in bottoms and any unevenness caused by rock must be filled up with the same concrete

Claim for rock

No claim for rock excavation will be entertained unless the Contractor has timeously notified the Quantity Surveyor thereof prior to backfilling.

"Soft rock" and "hard rock" shall be as defined elsewhere

Laying, backfilling, bedding, etc of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

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 clauses 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). Unless otherwise described bedding of rigid pipes shall be class B bedding

Covering pipes

No drains, joints or connections shall in any case be covered in or encased in concrete until they have been approved

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Reducing fittings

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 shall 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.

Wire gratings

Descriptions of gutter outlets etc. and sanitary piping shall be deemed to include wire balloon gratings.

uPVC pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.

Soil, waste and vent pipes and fittings shall be solvent weld jointed.

uPVC pressure pipes and fittings

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.

Copper pipes

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.

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Exposed concrete surfaces

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 or worked down smoothly with a steel trowel and rates must include therefor.

Flush pans

Flush pans shall have straight or side outlets and "P" or "S" traps as necessary.

Stainless steel basins, sinks, wash troughs, urinals, etc.

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable.

Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.

Chasing, holes, etc

Prices are to include for the necessary chasing and fitting into brickwork, concrete, etc., casting pipes into concrete, etc.

Holes for pipes and cutting and fitting around pipes shall be deemed to be included in the descriptions of the pipework

All making good facings, plaster, granolithic, or other in situ finishes shall be deemed to be included in the descriptions unless otherwise stated

Thrust blocks

Where pressure water pipes are described to be "laid in trenches" the prices of pipes and fittings shall be deemed to include for mass concrete 15MPa (20mm stone) thrust blocks, sizes 450 x 450 x 300mm at all connections and changes in direction, including necessary excavation, back filling, ramming, formwork, etc.

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General Descriptions and Prices

Prices are to include for arranging joints of pipes to be at convenient points, chasing brickwork around jointing fittings or casting into concrete as the work progresses.

Prices of channels, drains, discharge pipes, etc. shall be deemed to include fixing and/ or laying to even falls

No distinction is made between pipes fixed vertically, horizontally or to falls, nor between pipes fixed to different elements, cast in, chased, built in, etc

Prices of all pipes are to include for short lengths, cutting to length, nipples and running joints, such as sockets, jointing, collars, couplers, etc.

Prices of pipes shall be deemed to include for bending pipes, jointing pipes of different materials, jointing pipes to taps, valves, traps, cleaning eyes, etc.

Pipe supports such as clips, saddles, holderbats, etc. and building in of such supports in 1:3 cement mortar on not exceeding 2m centres and for making good face brickwork, plaster, granolithic and other in situ finishes.

Where pipes are described as laid in trenches it shall be minimum 600mm under the ground surface, unless otherwise stated

Where pipes are described as laid in trenches descriptions shall be deemed to include for filling up trenches as described

Prices of concrete encasing are to include for necessary formwork and that of anchor blocks, thrust blocks, etc. for formwork and reinforcement

Prices for Sanitary fittings, etc. shall include for setting up and fixing in position as described, joints to soil-, waste- and supply pipes as the case may be, making good finishes around and for protecting fittings from injury during subsequent building operations.

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SANITARY FITTINGS

NOTE: All sanitary fittings shall be sealed next to walls, fitting sides and shelves with an approved type non-fungal sustaining white silicon

1,2mm Stainless steel type 304 (18/10)

1	Franke Projectline Model PLN611 Grade 304 18/10 polished stainless steel single end bowl inset sink (Code: 1990030), overall size 800 x 460mm with one 340 x 370 x 140mm deep bowl, fitted onto cupboard (elsewhere specified)	No	9
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2	Franke Projectline Model PLN621 Grade 304 18/10 polished stainless steel double end bowl inset sink (Code: 1990031), overall size 1200 x 460mm with two 340 x 370 x 140mm deep bowls, fitted onto cupboard (elsewhere specified)	No	1
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1,6mm Stainless steel type 304 (18/10)

3	Franke Rondo Model RDX610-44 Grade 304 18/10 polished stainless steel single bowl prep bowl (Code: 1990013), overall size 450mm diameter with one 415mm diameter x 157mm deep bowl, fitted onto cupboard (elsewhere specified).	No	1
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White glazed vitreous china

4	Vaal Sanitaryware Hibiscus vitreous china wall hung basin colour white, overall size 510 x 405mm with two tapholes, including integrated overflow and chainstay hole bolted to wall with 2No.10mm bolts (Code: 8448Z000) and sealed with silicone sealant where basin meets wall.	No	66
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5	Vaal Hygia ceramic vitreous china hospital basin colour White (code: 703611), size 585 x 435mm with two tapholes, plugged and screwed to walls with two screws including chromium plated caps (code: 8513Z0) and sealed with silicone sealant where basin meets wall.	No	2
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6	Vaal Daisy White Semi-close coupled washdown suite (Code: 772403WH) comprising 90° outlet open rim pan (Code 751400WH) including lid and fitments with heavy duty seat (Code: 8517Z020)	No	4
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7	Vaal Pearl Paraplegic vitreous china floor mounted paraplegic washdown suite colour White (Code: 7300SC) comprising semi close couple 90° outlet open rim washdown pan and matching 9 litre cistern, including lid, fitments with heavy duty seat and purpose-made chromium plated side flush lever.	No	2		
	<u>"Whytehouse"</u>				
8	Vandal Resistant Sanitaryware Gypsy security pan bolted and epoxy grout to wall	No	74		
9	Vandal Resistant Sanitaryware Gypsy disabled security pan bolted and epoxy grout to wall	No	2		
10	Vandal Resistant Sanitaryware Gypsy back entry bowl urinal with, flushing valve (elsewhere), complete with Wirquin trap as recommended by manufacturers, bolted and epoxy grout to wall	No	19		
	<u>WASTE UNIONS, ETC</u>				
	<u>Chromium plated</u>				
11	32mm Unslotted basin waste union with anti-theft plug	No	75		
12	32mm Slotted basin waste union with backnut, anti-theft plug, chain and stay	No	53		
13	40mm Chromium plated unslotted basin waste union and anti-theft plug	No	5		
	<u>Stainless Steel</u>				
14	Polydrain ACO shower drain with 50mm horizontal outlet ABS drain body with removable foul air trap and nylon vinyl clamps including grade 304 stainless steel perforated grating (Code: 403234), connected to 50mm waste pipe, installed with the manufacturer's recommendations.	No	2		
	<u>TRAPS, ETC</u>				
	<u>Chromium plated</u>				
15	40mm Deep seal bottle trap with outlet for 50mm PVC	No	94		
	<u>TAPS, VALVES, ETC</u>				
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<u>"Cobra Watertech" or other approved</u>					
16	15mm Ball type angle regulating valve stop tap with 350mm flexible hose connection	No	75		
17	22mm 'Cobra' No. 1090/15 chromiun plated 'Ball-o-flo' ballcock	No	149		
18	15mm Chromium plated plain bibtap (code: 3309ST)	No	2		
19	15mm Basin pillar tap (Code: 111-15)	No	72		
20	Cobra Watertech Stella 15mm chrome plated pillar tap (Code: 3311ST-15) with hot and cold indices, manufactured in accordance with SANS 226:2009 Type 2 (BS 5412).	No	1		
21	15mm Medical Elbow Action Chrome pillar tap (Code: 503-21B), manufactured in accordance with SANS 226 Type 2, installed in accordance with the manufacturers recommendations.	No	2		
22	Cobra Watertech Carina 15mm chrome sink mixer (Code: 171/041CA and S-041) with overarm swivel outlet and adjustable flanges, manufactured in accordance with SANS 226:2004 Type 1 (BS 5412),	No	1		
23	Cobra Watertech Chrome Junior Flushmaster exposed flush valve (Code: FJ2-210), installed in accordance with the manufacturer's recommendations.	No	19		
24	Exposed WC chrome plated Junior Econo Flushmaster flushvalve (code: KF4-213) with non-hold open feature, vacuum breaker, back entry flushpipe, galvanised steel undertile box with stainless steel faceplate, palm press button, rubber pan connector and 32mm "Ball-o-Stop" control inlet.	No	1		
25	20mm DZR Brass, concealed type, toilet flushing valve complete with concealed flush pipe, pan connector and prison type push button assembly as "Walcro 103LC PR"	No	74		
26	Urinal chrome plated Junior Econo Flushmaster flushvalve (code: KF8-112) with non-hold open feature, vacuum breaker, front access box, galvanised steel undertile box with stainless steel faceplate, palm press button, rubber pan connector and 32mm "Ball-o-Stop" control inlet.	No	2		
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27	Cobra Watertech Stella Chrome stop tap (Code: 3328ST-15), manufactured in accordance with SANS 226 Type 2, installed in accordance with the manufacturers recommendations.	No	2
28	Cobra Watertech Chrome shower set (Code:431) with 2No. underwall stop taps, flanged shower arm and shower rose.	No	4
29	Walcro CIRS-V3-6 vandal resistant shower rose, chrome finish	No	4
30	Cobra Watertech Chrome shower arm (Code:026), size 68mm long.	No	4
31	Cobra Watertech Chrome shower head (Code:68BJ) with single function classic spray, balljoint connector and 9litre/min maximum flow restrictor.	No	4
<u>SANITARY PIPEWORK</u>			
<u>uPVC Soil and waste pipes for use above ground according to SABS 967</u>			
32	50mm Pipe	m	99
33	50mm Vent Pipe	m	
34	110mm Pipe	m	38
<u>Extra over uPVC pipes for fittings:</u>			
35	50mm Bend	No	99
36	50mm Access bend	No	99
37	50mm Junction	No	90
38	50mm Access junction	No	51
39	110mm Bend	No	76
40	110mm Access bend	No	1
41	110mm Access bend with anti-syphon horn	No	2
42	110mm Straight pan connector	No	76

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Tests, etc.

43	Provide all the necessary equipment, water, etc. for and test sanitary plumbing pipe system	Item
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WATER SUPPLY**Class 1 copper pipes for compression fittings in accordance with SABS 460**

44	15mm Pipes	m	99
45	22mm Pipes	m	99
46	28mm Pipes	m	94
47	35mm Pipes	m	45

Extra over for fittings**Extra over Class 1 copper pipes for brass capillary soldered fittings**

48	15mm Fittings	No	297
49	22mm Fittings	No	297
50	28mm Fittings	No	50
51	32mm Fittings	No	35

LAGGING**Approved pipe insulation suitable for exterior application**

52	Insulation to 15mm pipe and couplings	m	55
53	Insulation to 22mm pipe and couplings	m	65

ELECTRIC WATER HEATERS

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Hydroboil

54	Zip stainless steel 7,5 litre Hydroboil (Code: 2610011), size 310 x 180 x 460mm high with instant boiling water, two way tap control and GlobalPlus™ water filtration kit, connected to 15mm cold water supply with service valve, waste for safety valve connected to waste water system and 220 volt 15 amp electrical power supply, plugged and screwed to wall and fitted under 1 year guarantee.	No	4
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FIRE EQUIPMENT, ETC ON WALL MOUNTED HANGERS

55	Fire hose reel to SABS 543 complete with 20mm diameter rubber hose 30m long, chromium plated stopcock, shut-off nozzle and wall bracket	No	10
56	4.5kg Dry chemical powder fire extinguisher including hanger fixed to and including timber backing board.	No	20
57	9kg CO2 fire extinguisher ditto	No	20

FIXED WATER STORAGE HEATERS

58	400 Kpa pressure reducing valve as "PA1.1RB Kwikflo" or other approved	No	5
59	Vacuum breaker as "Cobra PB1.10RB" or other approved	No	5
60	Galvanised sheet iron drip tray for 150 litre horizontal ceiling mounted electric water heater, including outlet and timber platform	No	5
61	200 Litre horizontal ceiling mounted high pressure electric water heater to comply with SABS 151	No	5

WATER SUPPLIES TO FIRE APPLIANCES**Galvanised steel pipes**

62	35mm Pipes fixed to walls with M10 rubber lined hanger brackets including M10 threaded rod not exceeding 500mm long and M10 drop-in anchor	m	5
63	35mm Pipes fixed into fibre cement knock up ceilings with M10 rubber lined hanger brackets including M10 threaded rod not exceeding 500mm long and M10 drop-in anchor	m	5

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<u>BILL NO 12</u>			
<u>GLAZING</u>			
<u>Preambles</u>			
For preambles see "Preambles for Trades"			
<u>Putty, etc.</u>			
Glazing putty shall comply with SABS 680 and shall be Type I for wooden sashes and Type II for steel sashes. Putty for glazing to unpainted hardwood shall be tinted to match the colour of the wood			
<u>Descriptions</u>			
Descriptions of gaskets and cover beading shall be deemed to include mitres.			
Descriptions of glass shall be deemed to include all putty, sprigs, pegs or clips and removal and refixing of glazing beads where applicable			

<u>GLAZING TO STEEL WITH PUTTY</u>			
<u>6mm Obscure float glass</u>			
1	Panes not exceeding 0,1 square metre in area	m2	25
2	Panes exceeding 0,1 and not exceeding 0,5 square metre in area	m2	60
3	Panes exceeding 0,5 and not exceeding 1,0 square metre in area	m2	25
<u>6mm Clear normal strength PVB Laminated safety glass</u>			
4	Panes not exceeding 0,1 square metre in area	m2	25
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5	Panes exceeding 0,1 and not exceeding 0,5 square metre in area	m2	2
6	Panes exceeding 0,5 and not exceeding 2,0 square metre in area	m2	23
<u>PANELS, MIRRORS, ETC</u>			
<u>6mm Silvered float glass copper backed mirrors with bevelled edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete</u>			
7	Mirror 450 x 600mm high with four screws	No	35
<u>Franke Chronos reflective polished surface mirror with concealed fixings installed strictly to manufacturer's specifications</u>			
8	Mirror 500 x 900mm high	No	25

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<u>BILL NO 13</u>			
<u>PAINTWORK</u>			
<u>Preambles</u>			
For preambles see "Preambles for Trades"			
<u>Paints, etc.</u>			
Proprietary paint names are used hereafter only to indicate the quality and standard of the paints, etc. to be used. Any other proprietary brand of paint, etc. may be used provided that they are of the same quality and standard as the brand specified and are approved by the Representative/Agent. The priming coat and the successive coats shall be of the same manufacture and each is to be applied in strict accordance with the manufacturer's instructions for the particular type of paint described and no thinning of the ingredients will be allowed unless in accordance with the manufacturer's instructions.			
<u>Descriptions</u>			
The descriptions of all painting of new and existing surfaces must be deemed to include for the preparation of surfaces as well as primers and undercoats (where mentioned), levelling of bare patches of previously painted surfaces, all in accordance with the " Model Preambles for Trades " and the manufacturer's specifications including priming of nail heads and screws, filling stopping, sanding, etc Descriptions of paint on pipes, gutters, etc. shall be deemed to include painting, holderbats, hangers, clips, brackets, etc Descriptions of paint on windows, sashes, etc shall be deemed to include priming the rebates of the openings to be glazed			
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Existing surfaces

Finishing to existing surfaces shall be regarded as being previously painted unless otherwise stated

ON FLOATED PLASTER

Ensure that surfaces are dry, sound and clean. Remove any oil, grease and other contaminants with Plascon Metalcare Aquasolv Degreaser (GR1) working it well into affected areas with bristle broom or brush. Leave for 20 minutes to react, then rinse thoroughly with fresh water to remove all traces of Plascon Metalcare Aquasolv Degreaser (GR1) using high pressure water jet or scrubbing with brush or broom. Allow to dry completely. Remove fungi and algae by scrubbing with a solution of household bleach (3.5% sodium hypochlorite) 1 part bleach to 2 parts water by volume. Leave for 1 hour, then brush off with a bristle brush. Rinse thoroughly with tap water to remove all traces of bleach and allow to dry. Fill cracks and other surface defects with the appropriate Polycell filler. Apply one coat of Plascon Plaster Primer (UC56) to achieve a continuous film. Allow 16 hours to dry. Apply two full coats of Plascon Wall & All to achieve complete obliteration, allowing 2 hours drying between coats. All strictly to manufacturer's detail specification. Colour to Architect's approval

1	On existing plastered internal walls	m2	2,926
2	On existing plastered external walls	m2	325

Prepare surfaces and remove all loose material and rinse. Surface to be dry, sound and clean and cured for a minium of 14 days, with a moisture content, measured with a Doser Hygrometer of BD 2 scale - 8%. Prime with one coat of Plaster Primer (UC56) with an overcoating time of 16 hours and finish with two coats of Wall and All (WAA) with 2 hours drying time between coats, four a maintenance cycle of 7 years. All to manufacturer's detail specifications. Colour to Architect's approval

3	On newly plastered internal walls	m2	548
4	On existing internal plastered ceilings	m2	619

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ON FIBRE CEMENT

Prepare and prime with plaster primer (Thinned 1:5 with mineral turpentine) and two coats exterior quality premium polyurethane alkyd paint

5	On fibre cement fascia and barge boards	m2	125
6	On existing fibre cement cills	m2	85
7	On ceilings	m2	348

ON PLASTER BOARD

Apply one coat of Plascon Plaster Primer (UC56) to achieve a continuous film. Allow 16 hours to dry. Apply two full coats of Plascon Wall & All to achieve complete obliteration, allowing 2 hours drying between coats. All strictly to manufacturer's detail specification. Colour to Architect's approval

8	On partitioning	m2	125
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ON METALWORK

Prepare door and apply one coat Plascon Universal Undercoat, two coats Plascon Velvagro Polyurethane Enamel paint on new primed steel surface. Colour to Architect approval

9	On door frames	m2	255
10	On existing door frames	m2	286
11	On existing window frames	m2	93

Prepare and prime with one coat Metal Primer (UC501), and finish with two coats Super Universal Enamel (NY1/G) with 16 hours drying time between coats. Colour to Architect's approval

12	On transformer doors and frames	m2	25
13	On gates	m2	72

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	<u>Sand down, clean and apply Plascon Galvanised Iron Cleaner (GIC 1) to all bare galvanised areas. Surface to be dry, sound and clean. Wire brush or hand sand rust areas to bright metal, remove dust and apply one coat (30 micron) zinc chromate primer in accordance with SANS 681, apply by brush or roller one coat (30 micron) multipurpose undercoat in accordance with SANS681, use type II, if paint is applied within 16 hours of application or zinc phosphate primer, otherwise use type I color to differ from colour or final coat</u>		
14	On existing structural steel members	m2	55
	<u>ON WOOD</u>		
	<u>Stop, fill, sand down and prepare wood surface. Apply one coat Plascon Wood Primer, one coat Plascon Universal Undercoat and two coats Plascon Velvaglo Polyurethane Enamel paint to new interior general wood surfaces. Colour to Architects approval</u>		
15	On doors	m2	544
	<u>Three coats polyurethane matt varnish on:</u>		
16	Timber rails, skirtings, cornices, etc. not exceeding 300mm girth	m	261

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Section No. 2
SECTION 2 - BUILDING WORKS
Bill No. 13
Paintwork

Section No. 2

SECTION 2 - BUILDING WORKS

Bill No. 13

Paintwork

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SECTION 2 - BUILDING WORKS

Bill No. 13

Paintwork

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Item No		Quantity	Rate	Amount
	<u>SECTION 3</u>			
	<u>BILL NO 1</u>			
	<u>GENERAL SITE WORKS</u>			
	NOTE: Unless otherwise described any additional preambles and descriptions of items in the previous Bills are to apply equally to this Bill in which abbreviated descriptions may be used			
	<u>General</u>			
	All earthworks, filling, paving, roads, etc. must be in accordance with the applicable clauses of SABS 1200, supplemented by "Specification of Materials and Methods to be used" and in the case of discrepancies the latter will take preference. All measuring and descriptions is still done in accordance with the latest issue and amendments of the "Standard System of Measuring Building Work"			
	<u>Excavations</u>			
	Prices of excavations are to include for putting aside excavated material to be used as filling where applicable, keeping suitable filling material clean and depositing and handling it in such a way to prevent mixing with unsuitable material as far as possible			
	Depositing excavated material in stock piles on site for use as filling or to be carted away is only measured where the stock piles are prescribed			
	<u>Filling</u>			
	Before any material is used for filling, complete test results must be submitted to the Engineer for his approval and prices are to include therefor.			
	The provision of suitable filling material and the location of depositing grounds, etc. are the sole responsibility of the Contractor and prices are to include for all transportation			

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	SECTION 3 - EXTERNAL WORKS			
	Bill No. 1			
	General Site Works			

SITE CLEARANCE ETC

- | | | | |
|---|---|----|-------|
| 1 | Clean site including digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc | m2 | 2,000 |
|---|---|----|-------|

Keeping excavations free of water

- | | | | |
|---|---|--|------|
| 2 | Keeping all excavations external work section free of all water other than subterranean water | | Item |
|---|---|--|------|

EARTHWORKS**Excavate in earth or compacted filling not exceeding 2m deep below natural or reduced ground level**

- | | | | |
|---|---------------------------------|----|--|
| 3 | Reduced levels under paving etc | m3 | |
|---|---------------------------------|----|--|

Extra over all excavations for carting away

- | | | | |
|---|---|----|--|
| 4 | Extra over all excavations for carting surplus excavated material | m3 | |
|---|---|----|--|

Compaction of surfaces

- | | | | |
|---|--|----|--|
| 5 | Scarify earth surface to a depth of 150mm, breaking down over size material and reconsolidate to 90% modified AASHTO density | m2 | |
|---|--|----|--|

G7 gravel layers supplied by the contractor compacted to 93% Mod AASHTO density in layers not exceeding 150mm

- | | | | |
|---|----------------------|----|--|
| 6 | Subbase under paving | m3 | |
|---|----------------------|----|--|

PAVING

- | | | | |
|---|---------------|----|--|
| 7 | Remove paving | m2 | |
|---|---------------|----|--|

Excavate in earth or compacted filling not exceeding 2m deep below natural or reduced ground level

- | | | | |
|---|---------------------------------|----|-----|
| 8 | Reduced levels under paving etc | m3 | 600 |
|---|---------------------------------|----|-----|

Extra over all excavations for carting away

- | | | | |
|---|---|----|-----|
| 9 | Extra over all excavations for carting surplus excavated material | m3 | 600 |
|---|---|----|-----|

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Section No. 3
SECTION 3 - EXTERNAL WORKS
Bill No. 1
General Site Works

	<u>Compaction of surfaces</u>		
10	Scarify earth surface to a depth of 150mm, breaking down over size material and reconsolidate to 90% modified AASHTO density	m2	2,000
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Modified AASHTO density</u>		
11	Under paving	m3	300
	<u>C4 gravel layers supplied by the contractor compacted to 95% Mod AASHTO density in layers not exceeding 150mm</u>		
12	Subbase under paving	m3	300
	<u>G7 gravel layers supplied by the contractor compacted to 93% Mod AASHTO density in layers not exceeding 150mm</u>		
13	Subbase under paving	m3	300
	<u>G9 gravel layers supplied by the contractor compacted to 93% Mod AASHTO density in layers not exceeding 150mm</u>		
14	Subbase under paving	m3	300
	<u>20mm River sand</u>		
15	Under pavers	m2	2,000
	<u>Soil insecticide in accordance with SANS 5859</u>		
16	Under paving etc including forming and poisoning shallow furrows, etc.	m2	2,000
	<u>BLOCK PAVING</u>		
17	203 x 101 x 80mm Thick "Double Zig-Zag" concrete interlocking paving blocks in stretcher bond laid on and including 25mm thick sand bed, including all necessary square and raking cutting, edges blocks, etc., and approved weed killer under pavings at a rate of 50g/m²	m2	2,000
	<u>Clay paving bricks</u>		
	Paving is to be laid in accordance with SABS 1200 MJ, SABS 1058 and the Concrete Masonry Association's specifications		
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Clean sand is to be swept into joints between bricks.

18	"Corobrik Burgundy" or similar approved clay paving bricks, size 200 x 100 x 60mm thick, laid to falls in herringbone bond on and including 25mm thick sand bed including all necessary square and raking cutting, edge blocks, etc., and approved weed killer under pavings at a rate of 50g/m2	m2	
19	"Corobrik Burgundy" or similar approved clay paving bricks 200mm paving strip on and including 200 x 150mm thick unreinforced concrete bedding including excavation, formwork, etc	m	
<u>Precast concrete kerbs</u>			
20	Figure 7 barrier precast concrete kerb, size 1000 x 280 x 180mm thick, placed in position, bedded and jointed in (3:1) cement mortar and flush pointed on exposed faces, including 15MPa/19mm unreinforced concrete haunching at back of each joint, excavation, backfilling, ramming, etc.	m	520
21	Ditto. but circular on plan not exceeding 4m radius	m	30
22	Figure 8b mountable precast concrete kerb, size 1000 x 175 x 300mm thick, placed in position, bedded and jointed in (3:1) cement mortar and flush pointed on exposed faces, including 15MPa/19mm unreinforced concrete haunching at back of each joint, excavation, backfilling, ramming, etc.	m	25
23	Figure 8c mountable precast concrete kerb, size 1000 x 200 x 300mm thick, placed in position, bedded and jointed in (3:1) cement mortar and flush pointed on exposed faces, including 15MPa/19mm unreinforced concrete haunching at back of each joint, excavation, backfilling, ramming, etc.	m	25
24	Ditto. but circular on plan not exceeding 4m radius	m	
<u>Prescribed density tests on filling</u>			
25	"Modified AASHTO Density" test	No	1

APRONS

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	<u>Excavate in earth or compacted filling not exceeding 2m deep below natural or reduced ground level</u>			
26	Reduced levels under pavings, aprons etc	m3		
	<u>Extra over all excavations for carting away</u>			
27	Extra over all excavations for carting surplus excavated material	m3		
	<u>Compaction of surfaces</u>			
28	Scarify earth surface to a depth of 125mm, breaking down over size material and reconsolidate to 90% modified AASHTO density	m2		
	<u>C4 gravel layers supplied by the contractor compacted to 95% Mod AASHTO density in layers not exceeding 150mm</u>			
29	Subbase under concrete aprons	m3		
	<u>G7 gravel layers supplied by the contractor compacted to 93% Mod AASHTO density in layers not exceeding 150mm</u>			
30	Subbase under concrete aprons	m3		
	<u>Soil insecticide in accordance with SANS 5859</u>			
31	Under aprons including forming and poisoning shallow furrows against foundation walls, etc.	m2		
	<u>25Mpa/19mm Mass concrete in:</u>			
32	Aprons, paving	m3		
	<u>Finishing top surfaces of concrete to an evenly brushed non-slip surface</u>			
33	Aprons, ramps	m2		
	<u>General Formwork</u>			
34	Edges, risers, ends and reveals not exceeding 300mm high or wide	m		
	<u>Movement joints</u>			
35	8 x 40mm Saw cut joints in top of concrete surface bed	m		
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36	10mm Sajex or other approved cane fibre filler board in expansion joint between edge of concrete paving and walls in narrow widths not exceeding 150mm wide including tacking to face of wall and polysulphide sealant between concrete and brickwork	m
	<u>One layer of 250 micron "Consol Plastics Gunplas Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>	
37	Under aprons, paving, steps, ramps	m2
	<u>Prescribed density tests on filling</u>	
38	"Modified AASHTO Density" test	No

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SECTION 3 - EXTERNAL WORKS

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General Site Works

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<u>SOCCKER PITCH</u>			
NOTE: Unless otherwise described any additional preambles and descriptions of items in the previous Bills are to apply equally to this Bill in which abbreviated descriptions may be used			
<u>General</u>			
All earthworks, filling, paving, roads, etc. must be in accordance with the applicable clauses of SABS 1200, supplemented by "Specification of Materials and Methods to be used" and in the case of discrepancies the latter will take preference. All measuring and descriptions is still done in accordance with the latest issue and ammedments of the "Standard System of Measuring Building Work"			
<u>Excavations</u>			
Prices of excavations are to include for putting aside excavated material to be used as filling where applicable, keeping suitable filling material clean and depositing and handling it in such a way to prevent mixing with unsuitable material as far as possible			
Depositing excavated material in stock piles on site for use as filling or to be carted away is only measured where the stock piles are prescribed			
<u>Filling</u>			
Before any material is used for filling, complete test results must be submitted to the Engineer for his approval and prices are to include therefor.			
The provision of suitable filling material and the location of depositing grounds, etc. are the sole responsibility of the Contractor and prices are to include for all transportation			

<u>- WORK GROUP 104 -</u>			
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Soccer Pitch			

SOCCER PITCH, TERRACES, OPEN AREAS, ETC.**FILLING**

Approved earth filling (top soil) supplied and carted on by the Contractor, well watered and compacted in layers not exceedind 150mm to a density of 90% modified AASHTO

1 Under grassing, etc m3

Approved river sand filling supplied and carted on by the Contractor

2 Under grassing, etc. m3

GRASSING

3 Fertilizing top of soil comprising 3:2:1 (30) fertilizer worked into the top 100 mm at the rate of 35 g/m² together with 8,3% P. Super Phosphate at the rate of 75 g/m² and after planting of the grass and growing apply Ammonium Sulphate fertilizer at a rate of 35 g/m². m2

4 Plant Kikuyu (Pennisetum Clandistinum) or other approved grass sods, size 500 x 500 x 50mm thick, firmly anchored in the soil with the lowest point at a depth of not less than 75 mm. Care shall be taken not to alter the final levels of the area during planting and no ridges shall be left. Planted areas shall be cleaned and debris and stones removed. m2

5 Maintenance shall consist of watering, weeding, cutting, repair of all erosion and settlements, replanting and topsoil dressing to establish a uniform surface with healthy growth for aperiod of 12 Months.

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Soccer Pitch

Item No		Quantity	Rate	Amount
<u>BILL NO. 3</u>				
<u>FENCING</u>				
NOTE: Unless otherwise described any additional preambles and descriptions of items in the previous Bills are to apply equally to this Bill in which abbreviated descriptions may be used				
<u>DEMOLITIONS, ETC.</u>				
1	Break down and remove existing steel wired fence, approximately 2400 high, complete with all posts, droppers, concrete footings, etc. including necessary excavations, filling, compaction, roughly levelling ground surface, etc.	m	55	
2	Take off and remove existing steel double gate, size 3000 x 2400mm high, posts, bases, etc	No	2	
<u>STEEL FENCING</u>				
<u>The following in steel fence</u>				
3	"Cochrane Steel ClearVU II" high density anti-climbing and anti-cut pressed mesh panel fencing 1,5m high, formed of 3mm dia. horizontal and 4mm dia. vertical high tensile line galvanised with polymer coating wires with aperture size 76,2mm x 12,7mm and reinforcing V-section ribs, bolted with vandal resistant bolts and clamping plates to 85 - 45mm taper post 1,85m high at 2,534m centres with sealed end caps and 30 x 3mm x 250mm long angle section base anchors with posts bedded in 20MPa concrete bases size 400 x 400 x 600mm deep including any excavations, filling, etc.	m	25	
4	Ditto, but fencing 2,40m high, with post 3,05m high at 2,534m centres with sealed end caps and 30 x 3mm x 250mm long angle section base anchors with posts bedded in 20MPa concrete bases size 500 x 500 x 600mm deep including any excavations, filling, etc.	m	55	
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5	100mm High galvanised "Cochrane Castle" type spike rails fitted to fence (fence measured elsewhere)	m	207		
<u>Extra over for Steel Gates</u>					
6	Provide a PC amount of R6 000.00 for Sliding gate 2000 x 1500mm high complete installed	No	5		
7	Provide a PC amount of R8 000.00 for Pedestrian gate 2000 x 2400mm high complete installed	No	2		
8	Provide a PC amount of R40 000.00 for Sliding gate 5000 x 2400mm high complete installed	No	2		
<u>TURNSTILES</u>					
9	Turnstar Triumph 4-arm single full height turnstile free rotating revolving turnstile, overall size 1400 x 2125mm high in UV resistant polyester exterior powder coated mild steel finish colour Black with 50mm diameter tube arms and Rotalok® rotation locking mechanism and Rotarun® perpetual base bearing, bolted to 20MPa concrete slab with 7No. M12 x 75mm countersunk anchor bolts. (See <u>Drawing N042-002</u> attached to the back of these bills of quantities)	No	4		

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	<u>PROVISIONAL SUMS</u>			
	<u>BILL NO 1</u>			
	<u>SELECTED SUB CONTRACTS</u>			
	The following provisional sums cover the complete supply and installation of material and equipment by firms of specialists to be selected sub-contractors. Provisional sums are nett and do not include for builders discount The Contractor may allow under the "profit" item for any profit he considers necessary. If the Contractor allows an amount for profit, this amount will be adjusted in direct proportion to the final value of the specialist work The Contractor shall not be entitled to any loss in profit should any provisional sum or part thereof, irrespective of the amount be omitted <u>Attendance on Selected Sub-contractors</u> Each provisional sum in this bill is followed by an item under which the Contractor may allow for attendance on the specific Sub- contractor The amounts of the items for "Attendance" are to allow for giving every facility to attending upon and making good in all trades after the Specialists have completed their work, for providing the use of all water, electricity, storage space for materials, etc. the use of general amenities, i.e. latrines, etc., for the specialists and their workmen. For maintaining conduits, sleeve pipes, etc. in position during the building operations and providing the use of all ordinary scaffolding and plant. The Contractor is to leave erected scaffolding in position for the period required for work by the selected sub-contractors under this contract			
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ELECTRICAL INSTALLATION

1 Provide the sum of R 700 000 (Seven Hundred Thousand Rand) nett for upgrading of Electrical Installation complete

Item 700,000.00

2 Allow for profit if required

Item

3 Allow for attendance

Item

WATERPROOFING INSTALLATION

4 Provide the sum of R 1 500 000 (One Million Five Hundred Thousand Rand) nett for upgrading of waterproofing installation on pavilion complete

Item 1,500,000.00

5 Allow for profit if required

Item

6 Allow for attendance

Item

REMEDIAL WORK TO CONCRETE WORK

7 Provide the sum of R 1 500 000 (One Million Five Hundred Thousand Rand) nett for remedial work to concrete structure complete

Item 1,500,000.00

8 Allow for profit if required

Item

9 Allow for attendance

Item

SEATING

10 Allow the sum of R 3 000 000.00 (Thre Million Rand) net for all weather stadium seating

Item 3,000,000.00

11 Allow for profit if required

Item

12 Allow for attendance

Item

ALUMINIUM WORK

13 Provide the sum of R 300 000.00 (Three Hundred Thousand rand) nett for Aluminium Work complete

Item 300,000.00

14 Allow for profit if required

Item

15 Allow for attendance

Item

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Provisional Sums

IRRIGATION SYSTEM AND TANKS

16 Allow sum of R 350 000 (Three Hundred and Fifty thousand) for irrigation system with tanks, pumps, etc. complete

Item 350,000.00

17 Allow for profit if required

Item

18 Allow for attendance

Item

SIGNAGE

19 Provide the sum of R 100 000.00 (One Hundred Thousand rand) nett for Signage

Item 100,000.00

20 Allow for profit if required

Item

21 Allow for attendance

Item

CUPBOARDS, COUNTERS, ETC

22 Allow the PC-amount of R 100 000.00 (One Hundred Thousand rand), net, for the joinery fittings, etc., complete installed

Item 100,000.00

23 Allow for profit if required

Item

24 Allow for attendance

Item

TIMBER FOLDING DOORS, ETC

25 Allow the PC-amount of R 100 000.00 (One Hundred Thousand rand), net, for timber folding doors, etc., complete installed

Item 100,000.00

26 Allow for profit if required

Item

27 Allow for attendance

Item

MAINTANANCE EQUIPMENT

28 Allow the PC-amount of R 200 000.00 (Two Hundred Thousand rand), net, for the maintanance equipment provided on site in working order

Item 200,000.00

29 Allow for profit if required

Item

30 Allow for attendance

Item

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Section No. 4
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COMMUNITY LIAISON OFFICER

31 Provide the sum of R 300 000.00 (Three Hundred Rand)
for Community Liaison Officer

Item 300,000.00

32 Allow for profit if required

Item

33 Allow for attendance

Item

STEERING COMMITTEE MEMBERS

34 Allow the sum of R 15 000 (Fifteen Thousand Rand)
net for Stipends for Steering Committee Members

Item 15,000.00

35 Allow for profit if required

Item

36 Allow for attendance

Item

**COMMUNITY INVOLVEMENT /
PARTICIPATION**

37 Allow the sum of R 50 000.00 (Fifty Thousand Rand)
net for Community Involvement and Participation

Item 50,000.00

38 Allow for profit if required

Item

39 Allow for attendance

Item

TRAINING

40 Provide the sum of R 200 000.00 (Two Hundred
Thousand Rand) for on site and accredited training, to
be expended as the Agent/Representative may direct or
deduct in whole or in part, if not required

Item 200,000.00

41 Allow for profit if required

Item

42 Allow for attendance

Item

HEALTH AND SAFETY

43 Provide the sum of R 400 000.00 (Four Hundred
Thousand Rand) for Health and Safety Agent towards
the Client, to be expended as the Agent/Representative
may direct or deduct in whole or in part, if not required

Item 400,000.00

44 Allow for profit if required

Item

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	<u>ALLOWANCE FOR CONTINGENCIES</u>		
	Allow the Amount of Seven Hundred Thousand Rand (R 700 000.00) for Contingencies to be used at the discretion of the Employer, or to be deducted in whole or in part if not required		R 700,000.00
	SUB TOTAL (EXCLUDING VAT @ 15%)		R
	VAT @ 15%		R
	CARRIED TO FORM OF OFFER AND ACCEPTANCE (INCLUDING VAT@ 15%)		R

MALUTI-A-PHOFUNG MUNICIPALITY

INFRASTRUCTURE SERVICES DEPARTMENT

APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF CHARLES MOPEDI STADIUM PHASE 2

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Extent of the works

The upgrading of Charles Mopeli stadium Qwa-Qwa phase 2 will consist of the following:

Upgrading of the pavilion structure including floor finishes, wall finishes, ceilings, door and windows, plumbing and fittings.

The aforesaid information serves only as a guide to Bidders, but if more information is required, the drawings can be viewed at the Project Manager.

1.2 Location of the works

The site is located in Qwa-Qwa at the existing Charles Mopeli stadium.

2 Drawings

The drawings used for setting up the Bills of Materials are as follows:

- None

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

MALUTI-A-PHOFUNG MUNICIPALITY
INFRASTRUCTURE SERVICES DEPARTMENT
APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF
CHARLES MOPEDI STADIUM PHASE 2

C4 Site Information

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

2. SITE LOCATION

The site is located in Qwa-Qwa at the existing Charles Mopeli stadium.

	CONSTRUCTION SAFETY SERVICES Reg. No. 2004/094601/23 Construction Health and Safety, Quality Management and Training Consultants PO Box 402, Harrismith, Tel: (+027) 058-6222-119 Cell: 083 399 0917 Fax (+027) 086 503 2689 E.mail : gilroy@internext.co.za	Date:	07/2020
		Revision Number:	CSS/ 001
		Health and Safety Specifications Compiled by: N Gilroy , CHSM/235/2016 Approved by: W. Gilroy, Pr. CHSA 016/2014	

CONSTRUCTION HEALTH AND SAFETY SPECIFICATIONS

For

APPOINTMENT OF A SERVICE PROVIDER: UPGRADE OF CHARLES MOPEDI STADIUM PHASE 2

In terms of the

OCCUPATIONAL HEALTH AND SAFETY ACT (OHSACT) ACT NO 85 OF 1993 WITH SPECIFIC REFERENCE TO CONSTRUCTION REGULATIONS 2014

Disclaimer

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the principal contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the agent and/or client

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	CONSTRUCTION SAFETY SERVICES Reg. No. 2004/094601/23 Construction Health and Safety, Quality Management and Training Consultants PO Box 402, Harrismith, Tel: (+027) 058-6222-119 Cell: 083 399 0917 Fax (+027) 086 503 2689 E.mail : gilroy@internext.co.za	Date:	07/2020
		Revision Number:	CSS/ 001
		Health and Safety Specifications Compiled by: N Gilroy , CHSM/235/2016 Approved by: W. Gilroy, Pr. CHSA 016/2014	

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- 1.1 Scope of health and safety specification document
- 1.2 Preamble
- 1.3 Purpose
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- 1.5 Scope of Work

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- 4.15 Fire Precaution/Protection
- 4.16 Demolition Work – Specific Reference to Asbestos
- 4.17 Pollution of Environment

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- 4.18 Noise mitigation
- 4.19 Housekeeping
- 4.20 Electricity
- 4.21 Site Vehicles, Mobile Plant and Machinery
- 4.22 Hand Tools
- 4.23 Ergonomic Risks
- 4.24 Behavioral Risks
- 4.25 Continuous Risk Assessment

Section 5: Site Specific Risk Assessment

- 5.1 Contractors Risk Assessment Requirements

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Section 1: Introduction

1.1 Scope of Health and Safety Specification Document

The health and safety specifications pertaining to this project cover the subjects contained in the index and are intended to outline the normal as well as any special requirements of the client pertaining to the construction health and safety matters applicable to the project.

The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted in any way whatsoever, to countermand or nullify any stipulation of the act, regulations and safety standards which are promulgated under, or incorporated into the OHS Act, 85/93.

1.2 Preamble

This “health and safety specifications” document is governed by the occupational health and safety act, 1993 (act no 85 of 1993), hereinafter referred to as the act, with specific reference to construction regulation 5(1) (a) and 5(1) (b). Notwithstanding this, cognizance should be taken of the fact that no single act or its set of regulations can be read in isolation.

Included in these specifications is set rules to assist the principal contractor, contractors (sub-contractors) and client of the project in controlling and managing construction health and safety issues on the construction site, as stipulated in the OHS Act

The specifications and rules do not relieve the principal contractor, contractors (sub-contractors) or their employees from any legal obligation under the requirements of the “basic conditions of employment act” or the “occupational health and safety act”.

The specifications and rules will apply for the duration of the project. Should the principal contractor or contractors (sub-contractors) not comply, it will be deemed as a breach of contract.

The principal contractor will carry full responsibility and accountability regarding the adherence to any health and safety issues when contractors (sub-contractors) are used to carry out any construction work on the project.

It must be noted that the client may stop any contractor from executing construction work, which is not in accordance with the client’s health and safety specifications or rules for the project or which poses a threat to the health and safety of any person.

1.3 Purpose

The purpose of this specification is to brief the principle contractor and contractors on the significant safety aspects of the project. It provides information and requirements on inter alias:

- a) Safety considerations affecting the site and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters; and

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d) The principal contractor's health and safety plan

1.4 Project Description

Project:	UPGRADE OF CHARLES MOPEDI STADIUM PHASE 2
Client:	Maluti-a-Phofung, Infrastructure Service Department
Principal Agent:	SVP Quantity Surveyors
Construction Health and Safety Agent:	Construction Safety Services
Site Location:	2881 Motsi Street, Ha-Sethunya, Phuthaditjhaba, Free State.

1.5 Scope of Work

Repair, maintenance and renovations of buildings and external works. Including masonry, water proofing, roof works, carpentry and joinery, plastering, tiling, plumbing, paintwork, external associated works and electrical installation work.

Section 2: General Requirements

2.1 Definitions

Important definitions in the act and regulations pertaining to this specification document are hereby extracted:

"purpose of the act"

to provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

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

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

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

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

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“competent person” means a person who-

a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: provided that where appropriate qualifications and training are registered in terms of the provisions of the national qualification framework act, 2000 (act no. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

(b) is familiar with the act and with the applicable regulations made under the act;

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

“construction site” means a work place where construction work is being performed;

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

“construction vehicle” means a vehicle use as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work.

“construction work permit” means a document issued in term of regulation 3 (Construction Regulation 2014)

“construction work” means any work in connection with:

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

“contractor” means an employer who performs construction work;

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

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

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

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“fall arrest equipment” means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

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

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

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

“health and safety file” means a file, or other record containing the information in writing required by these regulations;

“health and safety plan” means a site, activity or project specific documented plan in accordance with the client’s health and safety specification;

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

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

“medical certificate of fitness” means a certificate contemplated in construction regulation 7(8);

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

“national building regulations” means the national building regulations made under the national building regulations and building standards act, 1977 (act no. 103 of 1977), and promulgated by government notice no r. 2378 of 30 July 1990, as amended by government notices no’s r. 432 of 8 march 1991, r. 919 of 30 July 1999 and r. 547 of 30 may 2008;

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

“principal contractor” means an employer appointed by the client to perform construction work;

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

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

“structure” means-

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(a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

(b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work, or

(c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

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

“temporary works” means any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during constructing work;

“the act” means the occupational health and safety act, 1993 (act no. 85 of 1993)

2.2 Employer

2.2.1 The employer will appoint the contractor in writing for the execution of the works.

2.2.2 The employer will take reasonable steps to ensure that the contractor’s health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

2.2.3 The employer or his agent will stop the contractor from executing construction work should the contractor at any stage in the execution of the works:

- a) Fail to implement or maintain his health and safety plan;
- b) Execute construction work which is not in accordance with his health and safety plan; or
- c) Act in any way which may pose a threat to the health and safety of persons.

2.3 Principal contractor

2.3.1 The principal contractor shall accept the appointment under the terms and conditions of contract. The principal contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the department of labour of the intended construction work in terms of regulation 4 of the construction regulation. The principal contractor shall submit the notification in writing prior to commencement of work.

2.3.2 The principal contractor shall ensure that he is fully conversant with the requirements of the specification. The specification is not intended to supersede the act nor the construction regulations. Those sections of the act and the construction regulations which apply to the scope of work to be performed by the principal contractor in terms of this contract continue to be a legal requirement of the principal contractor.

2.3.3 The principal contractor shall provide and demonstrate to the employer a suitable and sufficiently documented health and safety plan based on this specification, the act and the construction regulations,

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which shall be applied from the date of commencement of and for the duration of or execution of the works.

- 2.3.4 The principal contractor shall provide proof of his registration and good standing with the compensation fund or with a licensed compensation insurer prior to commencement with the works.
- 2.3.5 The principal contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the act and construction regulations.
- 2.3.6 The principal contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the act and construction regulations.
- 2.3.7 The principal contractor shall ensure that a copy of his health and safety plan is available on request to the employer, an inspector, employee or sub-contractor.
- 2.3.8 The principal contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the act and the construction regulations, is opened and kept on site and made available to the employer or inspector upon request. Upon completion of the works, the principal contractor shall hand over a consolidated health and safety file to the employer.
- 2.3.9 Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

Section 3: Construction Health and Safety Plan

3.1 General

The principal contractor has to demonstrate to the client that it has developed a suitable and sufficiently documented construction health and safety plan for the specific project appointed, as well as the necessary competencies, experience and resources to perform the construction work safely.

3.2 Contents of the Construction Health and Safety Plan

The health and safety management program should at least provide a detailed overview of the following matters, not limited to:

- a) Structure and organization of OHS Act responsibilities and appointments
- b) Management of the project's construction health and safety hazards and risks.
- c) Communication of the health and safety management program.
- d) Program for construction health and safety internal audits and inspections.
- e) Program for construction health and safety investigations regarding incidents/accidents.
- f) Program for management of emergency situations;
- g) Program for management of day to day activities, including data capturing.

3.3 Structures and Organization of OHS Act Responsibilities and Appointments

3.3.1 Contractor's Construction Safety Officer

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Before commencing work, the contractor shall designate a competent construction safety officer (CHSO) who shall be acceptable to the agent to represent and act for the contractor.

The contractor shall inform the agent in writing of the name and address of the contractor's CHSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CHSO's authority to act for the contractor.

The contractor's CHSO shall make available to the employer a telephone number at which the CHSO can be contacted at any time in the event of an emergency involving any of the contractor's employees, or other persons at the works.

3.3.2 Overall Supervision and Responsibility for Construction Health and Safety

The client and/or its agent on its behalf to ensure that the principal contractor, appointed in terms of construction regulation 5(1) (k), implements and maintains the agreed and approved H&S Plan. Failure on the part of the client or agent to comply with this requirement will not relieve the principal contractor from any one or more of his/her duties under the act and regulations.

The Chief Executive Officer of the principal contractor in terms of section 16(1) of the Act to ensure that the employer (as defined in the act) complies with the act.

All OHS Act (85/1993), section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal contractor to become part of site records (health & safety file).

The construction manager and assistant construction manager appointed in terms of construction regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal contractor to become part of site records (health & safety file).

All health and safety representatives (she-reps) shall act and report as per section 18 of the act.

3.3.3 Specific Supervision Responsibilities for Construction Health and Safety

Several appointments or designations of responsible and/or competent people in specific areas of construction work are required by the act and regulations. The appointments must be in writing and competency of appointees must be available on the health and safety file.

3.4 Communication of the Health and Safety Management Program

The communication principles to be applied should cover the following:

- a) Construction health and safety goals for the project and arrangements for monitoring and reviewing health and safety performance.
- b) Arrangements for:
 - Regular liaison between stake holders on site; and

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➤ Consultation with the workforce.

- c) selection and control of contractors (sub-contractors)
- d) The exchange of construction health and safety information between all stake holders (client, contractors, sub-contractors, designers, etc.). This will include the following;
 - Site security;
 - Site induction, onsite training;
 - Site facilities, e.g. Sanitation
 - First-aid facilities;
 - Reporting and investigation of accidents and incidents;
 - The production and approval of risk assessments and method statements ;
 - Site rules; and
 - Fire and emergency procedures.
- e) Reporting to the client, i.e. results and action of construction health and safety inspection, incident investigations and minutes of safety committee meetings.
- f) Reporting of incidents to the department of labour and compensation insurer where appropriate.

3.5 Construction Health and Safety Internal Audits and Inspections

The client and/or its agent on the client's behalf will be conducting periodic audits at times agreed with the principal contractor. This audit will monitor and ensure that the principal contractor has implemented, adhering to and is maintain the agreed and approved health and safety plan. Non – conformances will be highlighted for ratification to endure that the client is not unduly exposed regarding the requirements as stipulated by the OHS Act.

A representative and/or the relevant health and safety representative(s) of the principal contractor must accompany the client and/or it's agent on its behalf on all audits and inspections.

The principal contractor shall conduct his/her own inspections/internal audits at regular intervals. Copies of these inspections/internal audits must be handed to the client and/or its agent.

Copies of health and safety committee meeting minutes must be available to the client and/or its agent, reflecting recommendations made by the committee to the principal contractor for reference purposes.

3.6 Construction Health and Safety Incident/Accident Investigations and Reporting

The principal contractor shall report all incidents where an employee is injured on duty to the extent that the incident caused the following conditions:

- a) Fatal
- b) Unconscious
- c) Loses a limb or part of
- d) Becomes ill
- e) Permanent physical defect

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The principal contractor shall report all investigations regarding incidents, where:

- a) Major incident (safety, health or environmental) occurred
- b) Health or safety of any person was endangered.
- c) Hazardous/danger substance was spilled
- d) Uncontrolled release of any substance under pressure occurred
- e) Machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects.
- f) Uncontrolled running of machinery

3.7 Construction Health and Safety Training

The contents and syllabi of all training required by the act and regulations including any other related or relevant training as required must be made available to the client if so required.

3.7.1 Construction Health and Safety Induction Training

All employees of the principal and any other contractor (sub –contractor) must be in possession of proof of construction health and safety induction training. This training will include:

- Risk identification
- Safe work procedures (SWP)
- Personal protective equipment (PPE) the use and the maintenance thereof
- Health and safety outside the workplace
- Legal impact of health and safety matters
- Introduction to the "workmen's compensation act".
- Site security
- Sanitation facilities
- First aid facilities
- Fire and emergency procedures
- Roll of health and safety representatives and the selection of them
- Working hours and general working conditions
- Incident reporting and procedures
- Incident investigation and procedures

3.7.2 Other Training

All employees in jobs requiring competency in terms of the act and regulations must be in possession of valid proof of training/experience to be credited for competency.

Specific construction health and safety training requirements for this project includes:

- Construction health and safety representative
- First aider – level 1
- Risk assessor

3.8 Construction Health and Safety Budget (Cost Management)

To enable the client to comply with construction regulation 5(1) (g), the principal contractor has to demonstrate to the client that sufficient provision has been made to implement and managed the health and safety plan of the principle contractor.

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A detailed schedule of costs therefore has to be included in the health and safety plan submitted. This includes the following subjects:

3.8.1 Administration

- Compile a health and safety plan
- Notification of construction work
- Proof of good standing with the compensation fund or with a licensed compensation insurer

3.8.2 Construction Health and Safety Management Program

- Appointment of a safety officer(s) (full-time or part-time)
- Appointment of a health and safety consultant if required
- Other cost relating to the implementation and managing of the health and safety management program

3.8.3 Personal Protective Equipment (PPE)

The principal contractor is required to identify the hazards in workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present to allow them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintains the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensured that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s), for which the equipment was prescribed but an alternative solution has to be found, that may include relocating the employee.

The principal contractor may not charge any fee for protective equipment prescribed by him or her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed;
- Where the employee has patently abused or neglected the equipment leading to early failure; and
- Where the employee has lost the equipment

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All employees shall, as a minimum, be required to wear the following personal protective equipment on the project:

- Head protection. E.g. Hardhats
- Eye protection, e.g. Goggles
- Hearing protection, e.g. Earplugs
- Footwear, e.g. Safety shoes
- Hand protection e.g. Gloves
- Clothing, e.g. Overalls
- Fall protection, e.g. Harnesses (no monkey chain type harness will be allowed on site)
- Inhalation protection, e.g. Dust masks

3.8.4 Employee Site Facilities

Adequate and sufficient facilities shall be provided for employees on site, i.e.

- Protected change room for each gender
- Toilets for each gender (1 toilet for each gender and for every 30 employees)
- Hand wash facility
- Drinking water

3.8.5 Health and Safety Signage

Access to the construction site must be controlled. Health and safety signage to inform visiting public, employees, client, etc. must be prominently displayed. The following signage shall be displayed:

- No unauthorized entry
- Danger: construction work in progress
- Visitors to report to site office
- Site office location
- First-aid facility location and responsible person (include contact details)
- Fire equipment location
- Specific designated areas signage for storage and stacking
- Construction work permit must be displayed at the entrance of the construction site

3.8.6 Health and Safety Notice Board

A health and safety notice board (2000mm x 1000mm) shall be erected on site with the following information displayed:

- Safety notices
- Safety awareness poster
- Site rules

Information regarding emergency contact numbers/details of:

- Doctor
- Ambulance
- Hospital
- Fire brigade
- Safety officer
- Project manager

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- First aider
- Site evacuation map and zones

3.8.7 Training

Provision must be made to train employees regarding competency as required by the act and regulations, this will include the following activities:

- **Health and safety representative(s)**

Every contractor on site with twenty or more employees at the workplace must have a health and safety representative available during normal working hours.

In the case where 50 or more employees are at the workplace, every contractor must have at least one health and safety representative representing every group of 50 employees, available during normal working hours.

- **First aider**

Every contractor with ten or more employees at the work place shall have a person with a valid certificate of training in first aid – level 1. The first aider shall permanently be available at the workplace.

In the case where 50 or more employees are at the workplace, every contractor must have at least one first aider for every group 50 employees, available permanently.

- **Risk assessor**

Every contractor performing construction work shall before commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person.

The training provision should be read in conjunction with the act, construction regulations or any other regulation and safety requirements which were or will be promulgated under the act or incorporated into the act and be in force or come into force during the effective duration of the project.

3.8.8 First Aid Station

Every contractor with five or more employees shall have a first aid box on site. The first aid box shall contain suitable first aid equipment which includes at least the equipment stipulated in the annexure of the general safety regulations.

3.9 Logbooks and Registers

The following logbooks and registers shall be implemented and managed in terms of the Act and Regulations:

3.9.1 Health and Safety Appointments

An organogram depicting the necessary health and safety appointments, as identified in the OHS Act, must be displayed at the site office and notice board, where employees general report for duty.

3.9.2 Logbooks and Registers

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The following logging shall be carried out and recorded for the initial start of the project:

- Fire extinguishing
- First aid
- Incident/accident reporting
- Incident/accident investigation
- Portable electrical equipment
- Excavation
- Construction vehicles
- Information signage
- Health and safety inspections by health and safety representatives
- Monthly health and safety committee meeting minutes
- Attendance register
- Induction training
- Toolbox talks

Other logbooks/registers shall be implemented during duration of the project as stipulated by the Act and Regulations.

3.9.3 Record Keeping Responsibilities

Record keeping responsibilities by the principle contractor and contractors have to be implemented for reference and made available on request to an inspector, the client and the client's agent.

3.10 Construction Health and Safety File

The minimum contents of the health and safety file shall include:

- Health and Safety Plan
- Brief Description Of Work
- Health And Safety Specifications As Provided By The Client
- Risk Assessment
- Safe Work Procedures
- Notification Of Construction Work
- Letter Of Good Standing With The Compensation Fund Or Approved Compensation Insurer
- Program Of Construction Work
- Minutes/Audits Of Health And Safety Inspections And Meetings
- Documentation Supporting The Managing Of The Health And Safety Program
- As-Built Drawings
- Arrangements with Contractors (Sub-Contractors) and/or Mandatory.
- Method Statements For Specific Health And Safety Requirements As Identified During The Duration Of the Project
- Construction Health and Safety Incident Recording and the Investigation thereof.
- Notification of Construction Work (Department of Labour)

Section 4: Site Specific Health and Safety Requirements

4.1 Designated Danger Areas on Site

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All designated danger areas on site shall be demarcated by the contractor with appropriate material and hazard notices posted at strategic locations to prevent unauthorized persons entering the danger area.

Appropriate material to safeguard danger areas includes:

- Safety netting 1m in height
- Timber boards or similar material
- Corrugated sheeting
- Wire fencing

Danger tape will not be allowed to be used as a single demarcation notice. It can only be used as a support of hazard identification with various materials as identified above.

4.2 Road Traffic Ordinance/Transportation Act

The contractor shall ensure that drivers and operators of vehicles, mobile plant and machinery are in possession of valid driver's licenses and competency certificates.

The contractor shall not permit any driver or operator to be in control of a vehicle or mobile plant or machinery at the works while under the influence of alcohol or drugs.

All vehicles of the contractor shall display a name board bearing the Contractors name. Hired vehicles shall bear an identifying sticker.

4.3. Overhead Power Lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the contractor at all times.

4.4 Machine guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded; the contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

4.5 Concrete Mixing Equipment

The Contractor shall use or cause to be using any plant for the storage, gauging and mixing of materials for concrete unless:

- The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented
- The storage area shall be protected from unauthorized entry by an adequate barrier
- A safe and tidy approach shall be maintained to the aggregate storage area.
- The Contractor shall appoint operators skilled in the operation of the plant.
- On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Agent on request.

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4.6 Excavation/Shoring

The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

The face of an excavation shall not be undercut.

All excavations, irrespective of depth, shall be adequately screened off with barrier netting or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

Ensure excavations are inspected by the Excavation Supervisor and the findings documented:

- Daily, prior to the commencement of working activities;
- after blasting operations;
- after the unexpected fall of ground/material;
- after damage to the support/shoring/bracing; and
- after rain.

Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Agent before excavation work continues.

4.7 Prevention of Uncontrolled Collapse

The contractor shall ensure that:

- All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work
- No structure or part of a structure is loaded in a manner that would render it unsafe.

4.8 Electrical Equipment and Procedures Used by the Contractor

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Agent.

A record of the inspections shall be kept and shall be made available to the Agent on request.

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements

All earth leakage units shall be tested at intervals of not more than one month and signed for by the qualified electrician.

4.9 Commissioning Safety Precautions

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The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

4.10 Toxic Materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

4.11 Hazardous Chemicals and Materials

The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the firefighting equipment, safety showers/baths and other washing facilities, prior to the commencement of work.

4.12 Indemnity of the Employer and His Agents

The BOQ contains a "Mandatory Form of Authority and Agreement in terms of Section 37(1) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entire into an duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor's Health and Safety File.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliance.

4.13 Construction Sanitation and Domestic Facilities

The Contractor shall, depending on the number of workers and the duration of the project, provide at the construction site the following clean and maintained facilities:

- at least one sanitary facility for every 30 workers (one facility for each gender)
- changing facility for each gender
- sheltered eating area
- Clean drinking water

4.14 HIV/Aids Awareness

The Contractor has to implement a HIV/Aids awareness programme for raising awareness' about HIV/Aids through education and information on the nature of the disease, how it is transmitted, safe sexual behavior, attitudes towards people affected and people living with HIV/Aids, how to live a healthy lifestyle with HIV/Aids, the importance of voluntary testing and counseling, the diagnosis and treatment of Sexually Transmitted infections and the closest Health Service Providers.

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Informing workers of their rights with regard to HIV/Aids in the workplace and providing workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

4.15 Fire Precaution/Protection

The Contractor shall ensure:

- That all appropriate measures have been taken to avoid the risk of fire on site.
- Sufficient and suitable storage is provided for flammable liquids, solids and gases.
- Smoking is prohibited and notices in this regard are prominently displayed at all places containing readily combustible or flammable materials.
- Combustible materials do not accumulate on the construction site.
- Suitable and sufficient fire-extinguishing equipment is placed at strategic locations and that such equipment is maintained in good working order.
- Employees are trained to use firefighting equipment on site.

4.16 Demolition Work – Specific Reference to Asbestos

The Contractor shall develop a demolition plan for approval by the client. The demolition plan must address the following:

- A method statement on the procedure to be followed during the demolishing of the structures
- Inspection of the structural integrity of the structures at intervals determined in the method statement to avoid premature collapses.
- The following safety standards shall form part of the method statement:
 - No floor roof or other part of the structures are overloaded with debris or material
 - Practicable precautions are taken to avoid the danger of the structures collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut.
 - Not require or instruct any person to work under unsafe overhanging material or structure, which has not been adequately supported, shored or braced.
 - Where the stability of an adjoining building structure or road is likely to be affected by demolition work on a structure, take steps as may be necessary to ensure the stability of such structure or road and the safety of persons.
 - Ascertain as far as reasonably practicable the location and nature of electricity and water.
 - Cause convenient and safe means of access to every part of the demolition site and structures.
 - Fence off the danger area.
 - Demolishing buildings shall be adequately illuminated where work is performed.
 - A waste removal plan shall be implemented as approved by the Client.
 - Waste and debris shall not be disposed from a height higher than 3m if a chute is not used, or an approved alternative is acceptable to the Client.
 - Where the risk assessment indicates the presence of asbestos the contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the Asbestos Regulations promulgated by Government Notice No R155 of 10 February 2002, as amended.

4.17 Pollution of Environment

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The Contractor shall:

- Put measures in place to minimize dust generation
- Prevent the accumulation or littering of empty cement pockets, plastic wrapping/bags, packing materials etc.
- Spillage/discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site are expressly prohibited.

4.18 Noise mitigation

The Contractor shall:

- Identified tasks where noise levels exceed 85 Db at any one time. All reasonable steps taken to reduce noise levels at the source.
- Hearing protection used where noise levels could not be reduced to below 85 Db.

4.19 Housekeeping

The Contractor shall:

- Implement a waste management program to ensure the removal of all items of scrap/unusable off-cuts/rubble and redundant material at appropriate intervals.
- Ensure that the stacking of construction material is:
 - Stable, on a firm surface/base level
 - Prevent from leaning or collapsing
 - Stacked to make collecting accessible
- Ensure that adequate storage areas are provided and that these areas are free from weeds, litter, etc.

4.20 Electricity

The Contractor shall ensure that the following safety precautions have been implemented for electricity works during the project period:

- Electrical distribution boards and earth leakages;
 - Are color coded/numbered/symbolic sign displayed
 - Area in front is kept clear and unobstructed
 - Are fitted with inside cover plate/openings blanked off/no exposed "live" conductors/terminals/door kept close
 - Switches/circuit breakers are identified
 - Earth leakage protection unit fitted and operating
 - Tested with an instrument. Test results are within 15-30 milliamps aperture/opening/s provided for the plugging in and removal of extension leads without the need to open the door.
 - Apertures and openings used for extension leads to be protected against the elements and especially rain
- Electrical installation and wiring (permanent or temporary);
 - Temporary wiring/extension leads in good condition and no bare/exposed wires
 - Earthing continuity/polarity correct cables protected from mechanical damage and moisture

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- Correct loading observed e.g. No beating appliance used from lighting circuit etc.
- Light fittings/lamp protected from mechanical damage/moisture
- Cable arrestors in place and used inside plugs

- Physical condition of electrical appliances and tools;
 - Insulation/casing in good condition
 - Earth wire connected/intact where not of double insulated design
 - Double insulation mark indicates that no earth wire is to be connected
 - Cord in good condition/no bare wires/secured to machine & plug
 - Plug in good condition, connected correctly and correct polarity

4.21 Site Vehicles, Mobile Plant and Machinery

The Contractor shall ensure:

- That only competent operators will be allowed to operate vehicles plant or machinery that he/she have been allocated to
- That daily inspections are carried out prior to the use of vehicles, plant or machinery
- That record of daily inspections are kept on site
- That written proof of competency of operators is available on site
- That a site speed limit is posted and not exceeded

4.22 Hand Tools

The Contractor shall ensure that hand tools used during the construction period will be of good quality and maintained

4.23 Ergonomic Risks

The Contractor shall ensure that the following ergonomic risks are considered during risk assessments of the project:

- Visual work place – fall from height and tripping over construction material and debris.
- Awkward posture – health complications from unnatural posture due to picking up heavy plant, machinery, construction material and debris.

4.24 Behavioral Risks

The contractor shall ensure that the following behavioral risks are considered during risk assessments of the project:

- Man and machine interaction – loose clothing caught in machinery and plant
- Workers not wearing issued PPE – disciplinary actions should be implemented if workers are not using their issued PPE.
- Using the right tool for the job- Home-made or damaged tools will not be allowed on site.
- Alcohol and other drugs – no use of alcohol or any other drug will be allowed on site.

4.25 Continuous Risk Assessment

The purpose of implementing continuous risk assessment as part of the required risk assessment program is to ensure that operational identified hazards and risks will be treated with due diligence.

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The following activities must form the basis of continuous risk assessment:

- Safe work procedures
- Method statements
- Internal health and safety inspections

4.25.1 Safe Work Procedures (SWP)

The Contractor must ensure that SWP's for the project address the following elements:

- The work method to be followed to conduct work safely
- Mitigate/eliminate or control workplace risks and hazard
- Responsibilities of competent personnel to implement safety measures
- Identify PPE, if required
- Identify correct equipment/tools/machinery to be used
- Identify training needs
- Reference of relevant registers to be completed
- Set time-table to rectify any non-conformances

4.25.2 Method Statements

Method statements to rectify health and safety non-conformances shall be required from the Contractor during the project period.

Method statements shall be copied to the Client's Health and Safety Agent for evaluation and audit purposes.

4.25.3 Internal Health and Safety Inspections

The Contractor shall conduct internal health and safety inspections on a regular basis. These inspections shall be recorded and be available on the health and safety file.

Section 5: Site Specific Risk Assessment

5.1 Contractors Risk Assessment Requirements

5.1.1 Methodology

Prior to drafting the health and safety plan, and in consideration of the information contained here-in, the contractor shall set up a risk assessment program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This risk assessment and the steps identified will be the basis or point of departure for the health and safety plan.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily/hourly basis. Therefore, due caution is to be taken by the principal contractor when dealing with the identification of hazards and risks.

The risk assessment to be conducted for this project shall be defined as workplace risk assessment. Workplace risk assessment is a set of ongoing management and engineering activities of the project, aimed at ensuring that the health, safety and environmental hazards/risks of the project are identified, understood and minimized to a reasonable, achievable and tolerable level.

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The following guide can be helpful to conduct and manage risk assessments:

Step 1:

Identifying the current, as well as emerging hazard, risks and/or exposures.

Step 2:

Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential to repeat itself on a frequent basis.

Step 3:

Involve as many people as possible in the ongoing risk assessment process especially those at risk.

Step 4:

Gather all the information and analyze it.

Step 5:

Look at what actually could or has occurred including non-routine operations.

Step 6:

Use a systematic approach to ensure all hazards are adequately addressed.

Step 7:

Assess the risks identified or the risk that occurred by taking into account the effectiveness of current as well as controls under consideration.

Step 8:

Ensure the process is practical, realistic, cost and business effective.

Step 9:

Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

5.1.2 Contents of the Risk Assessment Program

All risk assessments shall be conducted in terms of an acceptable methodology, prior to commencement of work, according to the provisions of Construction Regulation 9 and should cover at least the following:

- Movement of construction vehicles
- Earth works
- All work near overhead power lines and underground cables
- Locating underground cables/existing services
- Hand excavation of trenches
- Mechanical excavation of trenches
- All work carried out inside trenches, including compacting, pipe laying, backfilling etc.
- Working at heights

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- Temporary works (formwork and support work)
- Lifting operations using various cranes (mobile, free standing, etc.)
- Electrical installations
- Housekeeping
- Fire precaution
- Temporary stockpiling and removal of excavated material
- Transporting material
- Storage and stacking of construction material
- Waste management of construction debris and litter
- Demolition work
- Working with hand tools
- Working with portable electrical tools
- All health hazards that can be present during any of the above activities and should include individual dusts,
- Gases, fumes, vapors, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to
- Any of the above activities

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.

The risk assessment to be included in the health and safety plan must clearly indicate:

The methodology used to conduct the risk assessments.

Breakdown of processes and activities covered

Risk grading anticipated i.e. high, medium or low

Safe work procedures and the communication thereof

All risk assessments are to be conducted by a competent person as appointed. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of this appointed persons.

Risk assessments are to be communicated to the client's OHS agent prior to commencement of work.

The OHS agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.

Risk assessments are to cover safety as well as health hazards.
