



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID

BID NUMBER: DFFE-T036 (23-24)

THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER).

ENQUIRIES:

Name : SCM Officials
Office Telephone No. : 012 399 9892
E-Mail : Tenders@dffe.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

Company name	Supplier registration number	Unique reference number	
			Main contractor
			Sub-contracted/ joint venture comp 1
			Sub-contracted/ joint venture comp 2

The compulsory Pre-tender Site Inspection Meeting will be held as follows:

Site 1 Venue: **BABANANGO GAME RESERVE**

Coordinates: **27°30'45.3"S 31°17'03.8"E**

Date: **28 November 2023**

Time: **11H00 to 13H00**

CLOSING DATE OF THE BID: 13 DECEMBER 2023 AT 11:00 AM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT.					
BID NUMBER:	DFFE-T036 (23-24)	CLOSING DATE:	13 DECEMBER 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Forestry Fisheries and the Environment, The Environment House,					
473 Steve Biko Road, Cnr Soutpansberg and Steve Biko Road, Arcadia, Pretoria /Tshwane					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Officials		CONTACT PERSON	SCM Officials	
TELEPHONE NUMBER	012 399 9892		TELEPHONE NUMBER	012 399 9892	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders@dffe.gov.za		E-MAIL ADDRESS	Tenders@dffe.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



**forestry, fisheries
& the environment**

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

TENDER NO: DFFE-T036 (23-24)

**PROJECT NAME: THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)
GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL
PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A
PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER).**

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

VOLUME 1 – TENDERING PROCEDURES

VOLUME 2 – RETURNABLE DOCUMENTS

VOLUME 3 – THE CONTRACT

TENDER DOCUMENT

NOVEMBER 2023

ISSUED BY:

DEPARTMENT OF FORESTRY FISHERIES AND THE ENVIRONMENT

PRIVATE BAG X447

ENVIRONMENTAL HOUSE

PRETORIA

0001

NAME OF THE TENDERER:

TABLE OF CONTENTS

VOLUME 1 TENDERING PROCEDURES

- T1.1 Notice and Invitation to Tender
 - SBD 1 - Invitation to Tender
- T1.2 Tender Data
 - T1.2.1 Standard Conditions of Tender

VOLUME 2 RETURNABLE DOCUMENTS

- T2.1. **List of Returnable Documents**
 - C1.1 Form of Offer and Acceptance
- T2.2 **Returnable Documents required for tender evaluation purposes.**
 - 1. SBD 4 - Bidder's Disclosure
 - 2. Resolution of Board of Directors
 - 3. Resolution of Board of Directors to enter into Consortia or Joint Ventures
 - 4. Special Resolution of Consortia or Joint Ventures
 - 5. Pre-Qualification Criteria
 - 6. Functionality Evaluation Criteria
 - 7. Pre-tender Site Inspection Meeting Certificate
 - 8. Schedule of Tenderer's Current and Completed Projects
 - 9. SBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
 - 10. Affidavit
- T2.2.1 **Returnable Documents that will be incorporated into the contract.**
 - 11. Record of Addenda to tender documents
 - 12. Credentials of electrical Contractor
 - 13. Credentials of plumbing Contractor
 - 14. Schedule for Imported Materials and Equipment
- T2.2.2 **Recommended returnable Documents: Other documents that will be incorporated into the Contract (special condition)**
 - 15. SBD 6.2 - Declaration Certificate for Local Production and Content for Designated Sectors (Annexure C, D, E: Local & Imported Content Declarations).
- T2.2.3 **Additional Information that might be required for tender evaluation purpose.**

VOLUME 3 THE CONTRACT PART A

- Part C1 Agreement and Contract**
 - C1.2 Contract Data
 - C1.3 Form of Construction Guarantee
 - C1.4 Health and Safety Agreement
- Part C2. Pricing Data**
 - C2.1 Bills of Quantities
 - C2.2 Final Summary
- Part C3. SPECIFICATIONS PART B**
 - C3.1 Occupational Health & Safety Specification (**Appendix A**)
 - C3.2 EPWP Corporate Branding Guidelines (**Appendix B**)

- Part** **C4. Site Information (Appendix C)**
- C4.1 Other Technical Specifications that are required.
 - C4.2 Site Layout
 - C4.3 Electrical Layouts
 - C4.4 Electrical Specifications
 - C4.5 Labour sheet sample documents
 - C4.6 Tender Drawings / Designs

VOLUME 1: TENDERING PROCEDURES

T1.1 NOTICE AND INVITATION OF TENDER

Project Name:	THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER).
Reference no.:	EPIP-A170101705

Advertisement Date:	20 November 2023	Validity:	120 days
Closing Date:	13 December 2023	Closing time:	11:00 AM

The Department of Forestry, Fisheries, and the Environment (DFFE), invites CIDB registered Contractors.

It is estimated that tenderers should have a CIDB contractor grading designation of: 6 GB or higher.

Works Description: The project comprises the following main deliverables:

- a) Construction of new Game Ranger Head Quarters
- b) Staff and entertainment building,
- c) Satellite Ranger accommodation,
- d) Entrance Gate and Road repairs.
- e) Single story dwelling with concrete strip footing foundations, concrete surface beds, concrete and timber roofs, new electrical installation and civil services.

The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Only bidders who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder, may result in the tender offer being disqualified from further consideration:

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders, and of proof of registration with Construction Industry Development Board is required.
<input checked="" type="checkbox"/>	Proof of valid registration with CIDB.
<input checked="" type="checkbox"/>	Invitation to bid (SBD 1).
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink. Use of correction fluid is prohibited; only black ink can be used in the document (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of the Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of the Bidder's Disclosure (SBD 4).
<input checked="" type="checkbox"/>	Submission of applicable Resolution by the legal entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	The tenderer will be required to submit a fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with the tender document.
<input checked="" type="checkbox"/>	Submission of Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting (To provide the contractors with a clear understanding of the scope of works).
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD) and Tax Pin from SARS.
<input checked="" type="checkbox"/>	B-BBEE level of contribution certificate or affidavit if B-BBEE points are claimed for Construction Sector.
<input checked="" type="checkbox"/>	B-BBEE level of contribution certificate or affidavit for intended subcontractors.
<input checked="" type="checkbox"/>	A consolidated B-BBEE level of contribution certificate in the case of Joint Ventures.
<input checked="" type="checkbox"/>	<p>For service providers to claim for preference points the following must be adhered to:</p> <p>A. Submit a complete and signed SBD 6.1,</p> <p>B. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Certificate clearly outlining the % ownership by black people, women and people with disabilities.</p> <p>C. Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013.</p> <p>D. Unincorporated Joint Ventures are required to submit a consolidated verification certificate</p>
<input checked="" type="checkbox"/>	Submission of the schedule of Tender's Past and Current Projects
<input checked="" type="checkbox"/>	Corrections made in the document should be initialed by the authorized person (as stated in the Standard Condition of Tender attached in this tender document).
<input checked="" type="checkbox"/>	Certified copies of the Founding Statement – CK1

<input checked="" type="checkbox"/>	Certificate of Incorporation – CM1
<input checked="" type="checkbox"/>	Valid COIDA or FMA certificate issued by the Department of Labour
<input checked="" type="checkbox"/>	Completion of Form Q for completed projects
<input checked="" type="checkbox"/>	CV's and copies of qualifications and Registrations for Project Staff as per Form R
<input checked="" type="checkbox"/>	Bank Letter confirming financial capacity
<input checked="" type="checkbox"/>	Completed and signed Consent Form
NB: DFFE RESERVES THE RIGHT TO PERFORM DUE DILIGENCE AND VERIFICATION ON ALL SUBMITTED DOCUMENTS AND INFORMATION BY BIDDERS	

Bidder must comply with the Mandatory Requirements criteria for the Preferential Procurement listed below:

MANDATORY REQUIREMENTS

Does mandatory requirement apply for this bid?

YES

The following mandatory requirement will apply and all bids that do not meet mandatory requirement will be disqualified, and not be evaluated further.

The compulsory Pre-tender Site Inspection Meeting will be held as follows:

Site 1 – Venue : BABANANGO GAME RESERVE

Coordinates : 28°18'24.6"S 31°01'46.7"E

Date : 28 November 2023

Starting time : 11:00 AM

ITEM NO.	MANDATORY REQUIREMENTS
1.	Main contractor must have a CIDB contractor grading designation of 6GB or higher. Attach proof
2.	Attendance of a Compulsory Pre-tender Site Inspection Meeting

It is recommended for the Bidder to consider the Local Content as a Special Condition for Procurement Preferential below:

SPECIAL CONDITION

ITEM NO.	SPECIAL CONDITION
1.	Compliance to Local Production and Content requirements as per SBD 6.2 and Annexure C, D & E

Functional Evaluation Criterion Summary

The maximum points allocation per criterion is summarised in the following table:

Minimum functionality score to qualify for further evaluation:	70 Points
Functionality criteria:	Weighting factor:
RELEVANT WORK EXPERIENCE ON PREVIOUS COMPLETED PROJECTS OF A SIMILAR NATURE, SCOPE /OR COMPLEXITY AND VALUE	30
REFERENCES FROM CLIENTS/CONSULTANTS FOR COMPLETED PROJECTS OF SIMILAR IN NATURE, SCOPE, AND VALUE	20
FINANCIAL CAPACITY	10
COMPETENCY OF THE SITE AGENT	20
COMPETENCY OF THE GENERAL FOREMAN	10
COMPETENCY OF THE HEALTH SAFETY OFFICER	10
TOTAL FUNCTIONALITY SCORE	100 Points
<p>Bidders are requested to provide evidence of complying with these Functional Criteria by completing the relevant forms in the bid document (Forms) as well supplying completion certificates for completed projects as proof. Failure to supply completion certificates as required will mean that the project will not be contributing towards experience of the company and bidders will lose points on this criterion, under completed projects.</p>	
<p>FUNCTIONALITY EVALUATION MATRIX</p> <p>Bidder's Company Experience, Current Resources and Current Expertise will be evaluated as per the matrix below.</p> <p>The following values / indicators will be applicable when evaluating functionality:</p>	

Project Name: KZN - EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT				
No	Criteria	Evaluation Indicators		Applicable Value
1	RELEVANT CONSTRUCTION WORK EXPERIENCE ON PREVIOUS CONTRACTS OF A SIMILAR NATURE, SCOPE /OR COMPLEXITY AND VALUE		30	
	Provide a descriptive list of all completed projects of similar nature, scope and value to this tender for the past 10 years. Attach Final Completion Certificate indicating: Name of Client, Contact number, Contractual commencement date and completion date. In addition, please ensure that the completed project listed, will also be included in the "Schedule of Tenderer's Current and Completed projects" form, that is attached as a returning document in this bid.	1 x completed construction project at R3 000 000 or higher value of this project with duly signed completion certificate	(1)	
		2 x completed construction projects at R3 000 000 each or higher value of this project with duly signed completion certificate	(2)	
		3 x completed construction projects at R3 000 000 each or higher value of this project with duly signed completion certificate	(3)	
		4 x completed construction projects at R3 000 000 each or higher value of this project with duly signed completion certificate	(4)	
		5 x completed or more construction projects at R3 000 000 each or higher value of this project with duly signed completion certificate	(5)	
Portfolio of projects: Please provide documentation to support, i.e., project description; project value and services rendered for the projects listed below:				
	Name of project	Client	Short Description of project	Value of Project
1				
2				
3				
4				
5				
6				
7				
8				
9				

10				
No	Criteria	Evaluation Indicators	Applicable Value	
2.	REFERENCE LETTERS FROM THE BIDDER'S CLIENTS FOR THE COMPLETED PROJECTS OF SIMILAR IN NATURE, SCOPE, AND VALUE		20	
	Please provide signed reference letters from clients confirming your company's involvement for the projects listed in item 1 above, and additional projects of similar nature. Attach positive reference letters indicating: Name of client, contact number, Contract sum, Contractual commencement date and completion date and the role played by the bidder in the project. NB: Positive reference letter(s) indicated corresponding with the Final Completion Certificate(s) provided above will be utilized to verify and evaluate the value in criteria 1	1 x Positive reference letter from the client for the completed construction projects	(1)	
		2 x Positive reference letter from the clients for the completed construction projects.	(2)	
		3 x Positive reference letter from the clients for the completed construction projects.	(3)	
		4 x Positive reference letter from the clients for the completed construction projects.	(4)	
		5 or more positive reference letter from the clients for the completed construction projects.	(5)	
	Name of Company	Value of Project as measured for final account	Letter attached	
			YES	NO
1				
2				
3				
4				
5				
6				
7				

No	Criteria	Evaluation Indicators		Applicable Value
3.	FINANCIAL CAPACITY			10
	Provide valid Bank rating letter on the bank's letterhead from the bidder's Banking Institution stating A, B, C, D and E bank code /rating, not older than 6 months from closing of the bid.	Credit rating/code of E		(1)
		Credit rating/code of D		(2)
		Credit rating/code of C		(3)
		Credit rating/code of B		(4)
		Credit Rating/code of A		(5)
No	Name of Bank	Contact Person	Contact Number	Date of letter
1				
2				
3				
4				
5				
6				
No	Criteria	Evaluation Indicators		Applicable Value
4.	COMPETENCE OF SITE AGENT			20
	Competence of Site Agent CV and copies of relevant Built Environment qualifications coupled with relevant construction experience to be submitted where the average number of years' experience will be considered when awarding the points.	Built Environment Qualification coupled with <u>4</u> years relevant construction experience, CV included with relevant qualification(s)		(1)
		Built Environment Qualification coupled with <u>5</u> years relevant construction experience, CV included with relevant qualification(s)		(2)
		Built Environment Qualification coupled with <u>6</u> years relevant construction experience, CV included with relevant qualification(s)		(3)
		Built Environment Qualification coupled with <u>7</u> years relevant construction experience, CV included with relevant qualification(s)		(4)
		Built Environment Qualification coupled with <u>8</u> years or more, relevant construction experience, CV included with relevant qualification(s)		(5)

No	Criteria	Evaluation Indicators		Evaluation Indicators	
5.	COMPETENCE OF THE GENERAL FOREMAN			10	
	Competence of the General Foreman, CV and copies of relevant construction qualifications coupled with relevant construction experience to be submitted where the average number of years' experience of the key personnel will be considered when awarding the points.	4 years relevant construction experience, CV included with relevant qualification(s)		(1)	
		5 years relevant construction experience, CV included with relevant qualification(s)		(2)	
		6 years relevant construction experience, CV included with relevant qualification(s)		(3)	
		7 years relevant construction experience, CV included with relevant qualification(s)		(4)	
		8 years or more, relevant construction experience, CV included with relevant qualification(s)		(5)	
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
No	Criteria	Evaluation Indicators		Applicable Value	
6.	COMPETENCE OF THE OCCUPATIONAL HEALTH AND SAFETY (OHS) OFFICER			10	
	Competence of OHS Officer. CV and copies of relevant Occupational Health and Safety qualification(s) (SAMTRAC/NOSA/ Formal Tertiary Qualification) coupled with relevant OHS experience within the construction industry where the average number of years' experience will be considered when awarding the points.	4 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(1)	
		5 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(2)	
		6 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(3)	
		7 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(4)	
		8 years or more, relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(5)	

No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
3					
4					
5					
TOTAL FUNCTIONALITY SCORE				100	
MINIMUM QUALIFYING SCORE FOR FUNCTIONALITY				70	

(Weighting will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Preference Point and Price Calculation

The following preference point system will be followed to advance the categories of persons:

- a) For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.
 - i. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided:
 - Ps = Points scored for price of tender under consideration;
 - Pt = Price of tender under consideration; and
 - Pmin = Price of the lowest applicable tender.
 - ii. A total of 20 points may be awarded to a tenderer as follows:
 - 20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities
 - 0 Points: for 50% and below ownership by stipulated categories of persons
- b) 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 PPPFA.
- c) Bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- d) The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.
- e) Preference point system applicable for this bid is: 80/20

- f) A total of **20** points will be allocated for either of the specific goals.

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

For bidders to claim preference points, the following must be adhered to:

- F.1) Submit a complete and signed SBD 6.1,
- F.2) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. **Issued in terms of the amended Construction Sector Code**
- F.3) If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal. **Issued in terms of the amended Construction Sector Code**
- F.4) Submit a CSD report.

Collection of tender documents

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za and cidb i-tender.

Enquiries related to technical part of the tender document may be addressed to:

DFFE Project Manager:	SCM Officials	Telephone no:	012 399 9892
Cell no:	N/A	E-mail:	tenders@dffe.gov.za

Deposit / return of tender documents

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in black ink and submitted on the official forms (forms not to be re-typed).

Tender documents may be posted to: The Director-General Department of Forestry, Fisheries, and the Environment Private Bag X 447 Pretoria 0001 Attention: Procurement section: Tel: 012 399 9892 POSTED TENDERS MUST BE RECEIVED PRIOR TO CLOSING DATE: 13 DECEMBER 2023 AND TIME: 11:00 AM BY THE DEPARTMENT	OR	Deposited in the tender box at: Environmental House Ground Floor of the Department of Forestry, Fisheries and Environment 473 Steve Biko Road Arcadia, Pretoria 0083 Ground floor (At the Reception)
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TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Name: SCM Officials

Office Telephone No.: 012 399 9892

E-mail: Tenders@dffe.gov.za

T1.2 TENDER DATA

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender (as published / amended by CIDB contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See www.cidb.org.za).</p> <p>The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
C.1.1	The employer is the Department of Forestry, Fisheries, and the Environment
C.1.2	<p>For this contract, the three-volume approach is adopted:</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>Volume 1: Tendering procedures</p> <p>T1.1 - Notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Volume 2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>C1.1 - Form of offer and acceptance</p> <p>T2.2 - Returnable schedules</p> <p>Volume 3: Contract</p> <p>Part C1 - Agreements and Contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Construction form of guarantee</p> <p>Part C2 - Pricing Data</p> <p>C2.1 – Pricing Assumptions</p> <p>C2.2 – Bills of Quantities / Lump sum document</p> <p>Part C3 - Scope of Works</p> <p>C3.1 – Description of the works</p> <p>C3.2 – Construction</p> <p>Part C4 - Site Information</p>

C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: SCM Officials</p> <p>Address: DFFE Head Office Reception 473 Steve Biko Road, Arcadia, 0083.</p> <p>E-mail: tenders@dffe.gov.za</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An employer may, prior to the award of the tender, cancel a tender if-</p> <ul style="list-style-type: none"> a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	Procurement procedures
C.1.6.1	Unless otherwise stated in the tender data, a contract will, subject to C.3 be concluded with the tenderer who in terms of C.3 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2	Competitive negotiation procedure
C.1.6.2.1	<p>Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3 the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p>
C.1.6.2.2	<p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2 the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p>

C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3 after tenderers have been requested to submit their best and final offer.
C.2	Tenderer's obligations
C.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 6GB or higher class of construction work.</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> a) every member of the joint venture is registered with the CIDB; b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.

C.2.1.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> (a) Availability of resources (b) Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (see further requirements under C.3) (c) Previous experience on contracts of a similar value and nature (d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project
C.2.2	<p>Eligibility</p> <p>b) Risk to Employer</p> <p>Provisions applicable to Evaluation Method 1 and 2:</p> <p>Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Evaluation Committee by the Project Manager / Professional Team appointed on the project.</p> <p>For the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on the form for the (Schedule of current and completed projects). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over, and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Project Manager, failing which the tender offer will <i>mutatis mutandis</i> be declared non-responsive.</p> <p>Technical risks:</p> <p>a) Criterion 1: Quality of current and previous work</p> <p>Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form for the (Schedule of current and completed projects).</p> <p>b) Criterion 2: Contractual commitment</p> <p>Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:</p> <ul style="list-style-type: none"> 1) the level of progress on current projects in relation to the project Programme or, if such is not available/applicable, to the contractual construction period in general. 2) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and

	<p>3) general contract administration, e.g., compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc. as can generally be expected in standard/normal conditions of contract.</p> <p>c) Criterion 3: Commercial risks</p> <p>The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total amount / final offer, over and above the correction of arithmetical errors as provided for in C.2 and C.3</p>
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Department professional team without changing the tender amount / final offer.
C.2.2.2	<p>Cost of Tender</p> <p>The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. The Employer will not compensate the tenderer for any costs incurred in attending the meetings or making any submissions in the office of the Employer.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.8	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.9	Pricing the tender offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.

C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations (refer to the standard condition of Tender).</p>
C.2.12	<p>Alternative tender offers</p> <p>No alternative tender offers will be considered</p>
C.2.13	<p>Submitting a tender offer</p>
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original tender offer marked as " ORIGINAL ". The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p>Title to appear on envelope one (1):</p> <p>1. CONTRACT NO.: DFFE-T036 (23-24) (TECHNICAL PROPOSALS)</p> <p>The appointment of a contractor for the construction of the <u>KZN – EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT</u>, on behalf of the Department of Forestry, Fisheries, and the Environment.</p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p>Location of tender box: Ground Floor of the Department of Forestry, Fisheries and Environment</p> <p>Physical address: Location of tender box: DFFE Head Office Reception</p> <p>Physical address: 473 Steve Biko Road, Arcadia, 0083</p> <p>Identification details: TENDER BOX</p>

C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
C.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	Closing time The closing time for submission of tender offers is <u>11:00 AM</u> . The Department of Forestry, Fisheries and the Environment is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is 120 days from the closing date.
C.2.17	Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	Inspections, tests, and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds, and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.23	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2.
C.2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.

	The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C.2.25	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or a person who is an advisor or consultant contracted with the Department. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ul style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any municipality or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or An employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.3	The employer's undertakings
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until five (5) working days before the tender closing time.</p>
C.3.5	<p>The time and location for opening of the tender offers are:</p> <p><u>13 December 2023</u> at 11:00 AM at the Department of Forestry, Fisheries and the Environment: Head Office Reception Physical address: 473 Steve Biko Road, Arcadia, 0083</p>
C.3.9	Arithmetical errors, omissions, and discrepancies
C.3.9.1	<p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for:</p> <ol style="list-style-type: none"> the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or

	<p>c) arithmetic errors in:</p> <p>i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</p>															
C.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other</p> <p>Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>															
C.3.11	<p>Functionality, Price and Preference</p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 stages.</p>															
C.3.12	<p>Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements</p> <p>During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and contractor had registered on Central Data Base (CSD). All returnable documents must be submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on pre-qualification criteria.</p> <p>The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer</p> <table><tr><th>Item No.</th><th>Administrative Requirements</th><th>Check/Compliance</th></tr><tr><td>1</td><td>Master Bid Document</td><td>provided and bound</td></tr><tr><td>2</td><td>Electronic copy (USB/DISK)</td><td>Provided and similar to Master Bid Document</td></tr><tr><td>3</td><td>SCM - SBD 1 - Invitation to Bid</td><td>Completed and signed</td></tr><tr><td>4</td><td>SCM - SBD 4 - Bidder's Disclosure</td><td>Completed and signed</td></tr></table>	Item No.	Administrative Requirements	Check/Compliance	1	Master Bid Document	provided and bound	2	Electronic copy (USB/DISK)	Provided and similar to Master Bid Document	3	SCM - SBD 1 - Invitation to Bid	Completed and signed	4	SCM - SBD 4 - Bidder's Disclosure	Completed and signed
Item No.	Administrative Requirements	Check/Compliance														
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4	SCM - SBD 4 - Bidder's Disclosure	Completed and signed														

	5	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
	6	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable
Stage 2: Mandatory Requirements The following mandatory requirements will apply and all bids that do not meet mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.			
Criteria			Yes/No
Main contractor must have a CIDB contractor grading designation of 6 GB or higher			Yes
A contractor must attend a compulsory Pre-tender Site Inspection Meeting on the date and time published on the tender document			Yes
Stage 3: Functional Evaluation The Functional Evaluation will be carried out to assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Current Resource, Current Expertise and project cost will be evaluated. Bidders who fail to obtain a minimum 70 Points for functionality under Stage 3 will not be considered further. DFFE shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED" , Bidder(s) who refer to attachment WILL BE SCORED ZERO . Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DFFE, shall be completely ignored, and scored zero, where points allocation is required. When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.			
Stage 4: Price and Preference Points Price and Preference Points Calculation The following preference point system will be followed to advance the categories of persons: <ul style="list-style-type: none"> a) For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$. Provided: <ul style="list-style-type: none"> Ps = Points scored for price of tender under consideration. Pt = Price of tender under consideration; and Pmin = Price of the lowest applicable tender. A total of 20 points may be awarded to a tenderer as follows:			

20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

- b) 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 PPPFA.
- c) Bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- d) The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.
- e) Preference point system applicable for this bid is: **80/20**
- f) A total of **20** points will be allocated for either of the specific goals

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

For service providers to claim for preference points the following must be adhered to:

- a) Submit a complete and signed SBD 6.1,
- b) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Certificate clearly outlining the % ownership by black people, women and people with disabilities. **Issued in terms of the amended Construction Sector Code.**
- c) Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013. **Issued in terms of the amended Construction Sector Code.**
- d) Unincorporated Joint Ventures are required to submit a consolidated verification certificate

C.3.13.1

Tender offers will only be accepted on condition that:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- b) the bidder or any of its directors is not listed in 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;
- c) the bidder has not:

	<ul style="list-style-type: none">i. abused the Employer's Supply Chain Management System; orii. failed to perform on any previous contract and has been given a written notice to this effect. <p>d) Has completed the Returnables SBD4, 6.1, forms and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process</p> <p>Has submitted the documentation listed in T2.21 and T2.22</p>
C.3.18	The number of paper copies of the signed contract to be provided by the employer is ONE.

FORM A: SCHEDULE OF BIDDER'S EXPERIENCE IN CONSTRUCTION PROJECTS

DFFE shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment will be scored zero. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DFFE, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink; no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.

- i) In order to qualify for maximum points, the bidder's Contractor must have completed construction of ***more than five (5) in related projects with a minimum value of R3 000 000, excluding VAT over the last 10 years.***
- ii) Main contractor must have a CIDB contractor grading designation of **6GB** or higher.

FORM A: COMPLETED PROJECTS

Name of the Bidder		
NUMBER OF YEARS' EXPERIENCE IN THE BUILT ENVIRONMENT OR CONSTRUCTION		
PROJECT No.	1	2
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (Name, Tel/ Cell no and Fax no)		
Clients Contact Person (email address)		
Consulting Engineer (Name, Tel/ Cell no and Fax no)		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes / No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes / No)		

PROJECT No.	3	4
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (Name, Tel/ Cell no and Fax no)		
Clients Contact Person (email address)		
Consulting Engineer (Name, Tel/ Cell no and Fax no)		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes / No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes / No)		

PROJECT No.	5	6
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (Name, Tel/ Cell no and Fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		

PROJECT No.	7	8
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (Name, Tel/ Cell no and Fax no)		
Clients Contact Person (email address)		
Consulting Engineer (Name, Tel/ Cell no and Fax no)		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes / No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes / No)		

PROJECT No.	9	10
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (Name, Tel/ Cell no and Fax no)		
Clients Contact Person (email address)		
Consulting Engineer (Name, Tel/ Cell no and Fax no)		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes / No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If completed) (months/year)		
Main Contractor (Yes / No)		

FORM B: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have experienced staff, who have previously worked on similar projects. The information will be verified with the references provided. Any information found to be untruthful will lead to the immediate disqualification of the Service Provider. The bidder must have in its proposal a: -

- i) Site Agent with more than 10 years' experience in design and construction management.
- ii) General Foreman with more 5 years' experience in contracts management of construction, in order to score maximum points.
- iii) OHS Officer with more than 5 years' experience in site safety management of construction projects.

Bidders are required to complete the forms attached as evidence and also submit detailed CVs as well as the qualifications and professional registrations of the above-mentioned personnel.

NB:

ONE INDIVIDUAL MAY NOT BE NOMINATED FOR MORE THAN ONE ROLE OR POSITION FOR THIS BID. IF AN INDIVIDUAL IS NOMINATED FOR MORE THAN ONE ROLE THEN THE POINTS WILL ONLY BE ALLOCATED FOR ONE OF THE ROLES AND THE BIDDER WILL SCORE ZERO ON ANY OTHER ROLE.

It is **mandatory** to complete all fields in Form B for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields for the project listed may lead to the bidder losing points during functional evaluation under the categories. Should the bidder choose to present the required information in the attachments, then the bidder must **COMPLETE FORM (B) FIRST and then** make a clear reference to such attachments so that they may be considered; and such attachments must provide the same information requested for in Form B.

FORMS TO BE COMPLETED BY THE BIDDERS

- **Form B (I) General Foreman**
- **Form B (II) Site Agent**
- **Form B (III) OHS Agent**

FORM B (i) GENERAL FOREMAN**General Foreman in the Company**

Post	Name	Qualifications (Degree/Diploma in the Built Environment)	Experience in years
General Foreman			

Bidders are required to submit as attachments after this page, e.g. qualifications.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

General Foreman

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

General Foreman		
Name and Surname		
Experience in years' experience as General Foreman		
EXPERIENCE AS GENERAL FOREMAN		
YEAR of Experience as General Foreman	Year 1 (.....) (e.g.2019 etc.)	Year 2 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS GENERAL FOREMAN		
YEAR of Experience as General Foreman	Year 3 (.....) (e.g.2019 etc.)	Year 4 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS GENERAL FOREMAN		
YEAR of Experience as General Foreman	Year 5 (.....) (e.g.2019 etc.)	Year 6 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS GENERAL FOREMAN		
YEAR of Experience as General Foreman	Year 7 (.....) (e.g.2019 etc.)	Year 8 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS GENERAL FOREMAN		
YEAR of Experience as General Foreman	Year 9 (.....) (e.g.2019 etc.)	Year 10 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Signature _____

Date _____

Name _____

Capacity _____

Bidder _____

FORM B (ii) SITE AGENT

Post	Name	Experience in years
Site Agent		

Bidders are required to submit as attachments after this page, the CV and any other information they may consider relevant.

Signature _____

Date _____

Name _____

Capacity _____

Bidder _____

Site Agent

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

SITE AGENT		
Name and Surname		
Experience in years' experience		
EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 1 (.....) (e.g.2019 etc.)	Year 2 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 3 (.....) (e.g.2017 etc.)	Year 4 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 5 (.....) (e.g.2015 etc.)	Year 6 (.....) (e.g.2014).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 7 (.....) (e.g.2013 etc.)	Year 8 (.....) (e.g.2012).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 9 (.....) (e.g.2013 etc.)	Year 10 (.....) (e.g.2012).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Signature _____

Date _____

Name _____

Capacity _____

Bidder _____

FORM B (Ili) OHS Officer

Post	Name	Qualifications in Safety Management	Experience in years
OHS Officer			

Bidders are required to submit as attachments after this page, e.g. the qualifications.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

OHS Agent/ Safety Officer

SAFETY OFFICER		
Name and Surname		
Experience in years' experience as Safety Officer		
EXPERIENCE AS SAFETY OFFICER IN SITE MANAGEMENT OF CONSTRUCTION PROJECTS.		
YEAR of Experience as OHS Agent	Year 1 (.....) (e.g.2019 etc.)	Year 2 (.....) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS SAFETY OFFICER IN SITE MANAGEMENT OF CONSTRUCTION PROJECTS.		
YEAR of Experience as OHS Agent	Year 3 (.....) (e.g.2017 etc.)	Year 4 (.....) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

EXPERIENCE AS SAFETY OFFICER IN SITE MANAGEMENT OF CONSTRUCTION PROJECTS.		
YEAR of Experience as OHS Agent	Year 5 (.....) (e.g.2015 etc.)	Year 6 (.....) (e.g.2014).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Roles/Responsibilities performed by the Bidder on the project:		

Signature _____

Date _____

Name _____

Capacity _____

Bidder _____

ANNEXURE – C

STANDARD CONDITION OF TENDER

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

102

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

C.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.

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

104

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

105

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

106

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

107

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:

- (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

108

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

109

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

VOLUME 2: RETURNABLE DOCUMENTS



T2.1. LIST OF RETURNABLE DOCUMENTS

Checklist for the Returnable Documents Required for Tender Evaluation Purposes (as stipulated in the table of content above)

T2.2 Returnable Documents required for tender evaluation purposes.

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Reference	Returnable document
Form of Offer and Acceptance		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bills of Quantities/Lump Sum Document and Final Summary (in Volume – 3 (C2.1)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bidders Disclosure	SBD 4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into Consortia or Joint Ventures Special Resolution of Consortia or Joint Ventures (<i>if applicable</i>)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Special Resolution of Consortia or Joint Ventures (<i>if applicable</i>)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Functionality Evaluation Criteria		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pre-tender Site Inspection Meeting Certificate		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Tenderer's Current and Completed Projects		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	SBD 6.1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2.1 Returnable documents that will be incorporated into the contract.

Note: Failure to submit the applicable documents may result in the Tenderer having to submit same upon request within a stipulated time, and if not complied with, may result in the tender offer being disqualified from further consideration. [See also the Standard Conditions of Tender]

Tender document name	Reference	Returnable document
Record of Addenda to tender documents) <i>(if applicable)</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Credentials of Mechanical / Security Work material and equipment schedules <i>(if applicable)</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Credentials of plumbing Contractor		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Credentials of Electrical Contractor (s)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule for Imported Materials and Equipment		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2.2 Recommended returnable Documents: Other documents that will be incorporated into the Contract (special condition)

Tender document name	Reference	Returnable document
Declaration Certificate for Local Production and Content for Designated Sectors (Annexure C, D, E: Local & Imported Content Declarations).	SBD 6.2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2.3 Additional Information that might be required for tender evaluation `purpose.

Legal Status of Tendering Entity: If the Tendering Entity is: ZX	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the	Copies of: i. Certificate of Incorporation – CM1. ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or

Legal Status of Tendering Entity: If the Tendering Entity is: ZX	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
Companies Act, 2008 (Act 71 of 2008, as amended)].	iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Additional returnable documents required for tender evaluation purposes.

Note: Failure to submit the applicable documents may result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also the Standard Conditions of Tender]

Tender document name	Reference	Returnable document
Any <u>additional</u> information required to complete a risk assessment		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Signed by the Tenderer/Bidder

Name of representative	Signature	Date

C1.1 FORM OF OFFER AND ACCEPTANCE**OFFER**

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

KZN – EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT

STAMP

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

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

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

Rand (in words):	
Rand (in figures):	R
The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.	

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
---	-----------	---

CSD supplier number:.....

CSD supplier number:.....

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorizing the Representative to make this offer.
---	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐The official alternative ☐Own alternative (only if documentation makes provision therefore) .. ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

- | | |
|---------|---|
| Part C1 | Agreements and Contract Data, (which includes this Agreement) |
| Part C2 | Pricing Data |
| Part C3 | Specification |
| Part C4 | Locality Plan |

and Tender drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

NAME(s): (BLOCK LETTERS)	.....	.....
CAPACITY of authorized agents:	.....	.....
SIGNATURE(s) of authorized agents:	.....	.....
SIGNED at	..... on this	..... day of
WITNESSE(s): (Full name – BLOCK LETTERS – and signature)		
1.	.....	.....

T2.1 & T2.2

RETURNABLE DOCUMENTS

BIDDERS DISCLOSURE

Failure to complete this form in full and signed by the duly authorized person, as indicated on the Resolution of board of directors or Special resolution of consortia or joint ventures, may render the tender non-responsive and will be removed from any and all further contention.

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place) on _____ (date) **RESOLVED**

that:

1. The Enterprise submits a Bid / Tender to the Department of Forestry, Fisheries and Environment in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

No.	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			



The bidding enterprise hereby absolves the Department of Forestry, Fisheries and Environment from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place) on _____ (date) **RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Forestry, Fisheries and Environment in respect of the following project:

KZN – EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT *(Project description as per Bid /Tender Document)*

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

No.	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

The bidding enterprise hereby absolves the Department of Forestry, Fisheries and the Environment from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place) on _____ (date) **RESOLVED that:**

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Forestry, Fisheries, and the Environment in respect of the following project:

KZN- EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT (Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- B. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

No.	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Fisheries and the Environment from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. ** Delete which is not applicable.*
2. **NB:** *This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution of board of directors to enter into consortia or joint ventures.*
3. *Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.*
4. *Resolution of board of directors to enter into consortia or joint ventures, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (special resolution of consortia or joint ventures).*



Pre-tender Site Inspection Meeting Certificate

Project Name:	THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER).		
Tender no:	DFFE-T036 (23/24)	Reference no:	EPIP-A170101705
Advertising date:	20 November 2023	Closing date:	13 December 2023

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: _____

I have made myself familiar with all local conditions likely to influence the work, and the cost thereof. I further certify that I am satisfied with the description of the work, and explanation given at the site inspection meeting, and that I perfectly understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DFFE Representative (PM / SCM)	Signature	Date

**SBD 6.1**

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference points is as follows:
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 To be completed by the organ of state:
- The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
>50% ownership by Black people, Or	20	
>50% ownership by Women, Or	20	
>50% ownership by people with Disability	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (b) disqualify the person from the tendering process;
 - (c) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (d) 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;
 - (e) 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
 - (f) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE

ADDRESS

.....

.....

.....

Schedule of Tenderer's Current and Completed Projects

Project Name:	THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER).		
Tender No:	DFFE-T036 (23-24)	Closing date:	13 December 2023
Advertising date:	20 November 2023	Validity period:	120 days

1. Particulars of Tenderer's Current and Completed commitments.

1.1. Current Projects

Projects currently engaged in	Name of the Employer or Representative of the Employer	Contact Cell / Tel. no. of the Employer or Representative of the Employer	Contract amount	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

1.2. Completed Projects

Projects completed not above 10 (ten) years	Name of the Employer or Representative of the Employer	Contact Cell / Tel. no. of the Employer or Representative of the Employer	Contract amount	Contractual commencement date	Contractual completion date	Actual completion date	Date of Certificate of Practical Completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Name of Tenderer	Signature	Date



RECORD OF ADDENDA TO TENDER DOCUMENTS

Project Name:	THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER)		
Tender no:	DFFE-T036 (23-24)	Reference no:	EPIP-A170101705

1. I / We confirm that the following communications received from the Department of Forestry, Fisheries and Environment before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (Attach additional pages if more space is required)

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Forestry, Fisheries and Environment before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project Name:	THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER).		
Tender no:	DDFE-T036 (23-24)	Reference no:	EPIP-A170101705

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Forestry, Fisheries and Environment within sixty (60) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum: $A = V \left(\frac{Z}{Y} - 1 \right)$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item
Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

VOLUME 3:
THE CONTRACT PART A
Agreement and Contract

C1.2 CONTRACT DATA:

JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project Name:	THE APPOINTMENT OF A CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADED CONTRACTOR FOR THE CONSTRUCTION OF BUILDING WORKS IN KWAZULU NATAL PROVINCE: EMCAKWINI COMMUNITY TRUST: WILDLIFE ECONOMY PROJECT, LOUWSBURG FOR A PERIOD OF 18 MONTHS FOR CONTRACTOR WITH (6GB OR HIGHER).
Reference no.:	EPIP-A170101705

Advertisement Date:	20 November 2023	Validity:	120
Closing Date:	13 December 2023	Closing time:	11:00 AM

	<p>The Conditions of Contract are clauses 1 to 14 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	--

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works Description:	<p>The project comprises the following main deliverables:</p> <ul style="list-style-type: none"> • Construction of new Game Ranger Head Quarters • Staff and entertainment building, • Satellite Ranger accommodation, • Entrance Gate and Road repairs. • Single story dwelling with concrete strip footing foundations, concrete surface beds, concrete and timber roofs, new electrical installation and civil services. <p>The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.</p>
---------------------------	--

A 2.0 Site [1.1]

Erf / Stand number:	N/A
Town / Suburb:	BABANANGO RURAL
Site Address:	BABANANGO GAME RESERVE
Local Authority:	ULUNDI LOCAL MUNICIPALITY

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Department of Forestry, Fisheries, and the Environment
Postal Address:	Postal address: Department of Forestry, Fisheries, and the Environment Private Bag X 447 Pretoria 0001
Physical address:	Environmental House Ground Floor of the Department of Forestry, Fisheries and Environment 473 Steve Biko Road Arcadia, Pretoria 0083
Business registration number:	Government Department
Country:	South Africa
Employer's representative: Name	SCM Officials
E-mail:	Tenders@dffe.gov.za
Mobile Number:	N/A
Telephone number:	012 399 9892

A 4.0 Principal Agent [1.1]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 5.0 Principal Consultant [1.1, 6.2]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	

Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 6.0 Agent [1.1, 6.2] [Quantity Surveying]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 7.0 Agent [1.1, 6.2] [Architect]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 8.0 Agent [1.1, 6.2] [Structural Engineer]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 9.0 Agent [1.1, 6.2] [Electrical]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 10.0 Agent [1.1, 6.2] [Structural Engineering]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 11.0 Agent [1.1, 6.2] [Heritage Specialist]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 12.0 Agent [1.1, 6.2]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	

Country:	
E-mail:	
Postal address:	
Physical address:	

A 13.0 Agent [1.1, 6.2]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 14.0 Agent [1.1, 6.2]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 15.0 Agent [1.1, 6.2]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 16.0 Agent [1.1, 6.2]

Name (contact person)	
Company Name:	
Practice number:	

Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 17.0 Agent [1.1, 6.2]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

A 18.0 Agent [1.1, 6.2]

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

B CONTRACT INFORMATION**B 1.0 Definitions [1.1]**

Bills of quantities: System/Method of measurement

Seventh Edition 2015 of the Standard System of Measuring
Builder's Work**B 2.0 Law, regulations, and notices [2.0]**Law applicable to the **works**, state country [2.1]

Republic of South Africa

B 3.0 Offer and acceptance [3.0]Currency applicable to this **agreement** [3.2]

South African Rands

B 4.0 Documents [5.0]

The original signed **agreement** is to be held by the **principal agent** [5.2], if not, indicate by whom
 Number of copies of **construction information** issued to the **contractor** at no cost [5.6]

Employer (the Department)**2**Documents comprising the **agreement**

Page numbers

The **JBCC®** Principal Building Agreement, Edition 6.2 May 2018

1 to 30

The **JBCC®** Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018

1 to 14

The **JBCC®** General Preliminaries for use with the **JBCC®** Principal Building Agreement, Edition 6.2 May 2018

1 to 7

Bills of Quantities

Refer to index

Additional documentation as stated in Procurement document

Contract drawings

Refer to drawings included in tender document annexures

B 5.0 Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

RodLam Consulting

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

N/A

B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		

	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes / No		If yes, description 1		
Yes / No		If yes, description 2		

and/or

Insurances by contractor			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)		Contract Sum + 10%	To be paid in any event by Contractor
or	Works with practical completion in sections [10.2] (contract sum or amount)			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		n/a	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		n/a	
	Escalation, professional fees and reinstatement costs if not included above		n/a	
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2]			n/a	
Public liability insurance [10.1.3]			R 10 million	To be paid in any event by Contractor
Removal of lateral support insurance [10.1.4]			n/a	
Other insurances [10.1.5] Refer B17.0				
Yes / No		If yes, description 1		
	Yes	SASRIA		
Yes / No		If yes, description 2		

B 7.0 Obligation of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	Yes
If yes, description	A portion of the buildings to be renovated may be occupied		
Restriction of working hours [12.1.2]		Yes/no?	No
If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	No
If yes, description			

Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes/no?	No	
If yes, description			
Supply of free issue [12.1.10]	Yes/no?	No	
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/No	No	If yes, description of Specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/No	Yes	If yes, description of Specialisation
Specialisation 1	To be confirmed by Contractor	
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/No	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

B 11.0 Description of sections [20.1]

Section 1		
Section 2		
Section 3		
Section 4		
Section 5		
Section 6		
Section		Remainder of the works

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	Date	working days	Date	Penalty amount per calendar day (excl. tax)
	TBC	TBC	TBC	R 0,025 per R100 of Contract Sum

or where sections are applicable

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	Date	working days	Date	Penalty amount per calendar day (excl. tax)
				R ...
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

N/A

Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]		Yes/no?	No
If yes, description of applicable elements	eg: Electrical reticulation / Air conditioning system / Landscaping 13.1 13.2 13.3 13.4 13.5 13.6		

Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	30th of Month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Twenty-one (21) calendar days		

Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	To be agreed between parties
Applicable rules for adjudication [30.6.2]	As per Association of Arbitrators (SA)
Arbitration [30.7.4; 30.10] name of nominating body	Association of Arbitrators (SA)
Applicable rules for arbitration [30.7.5]	As per Association of Arbitrators (SA)

JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]	Yes/No	Yes	
Availability of construction information [P2.3]	Yes/No	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	n/a		
Previous work - defects - details of previous contract(s) [P3.2]	n/a		
Inspection of adjoining properties - details [P3.3]	n/a		
Handover of site in stages - specific requirements [P4.1]	n/a		
Enclosure of the works - specific requirements [P4.2]	n/a		
Geotechnical and other investigations - specific requirements [P4.3]	n/a		
Existing premises occupied - details [P4.5]	no		
Services - known - specific requirements [P4.6]	n/a		
Water [P8.1]	By contractor	Yes/No	Yes
	By employer	Yes/No	No
	By employer – metered	Yes/No	No
Electricity [P8.2]	By contractor	Yes/No	Yes
	By employer	Yes/No	No
	By employer – metered	Yes/No	No
Ablution and welfare facilities [P8.3]	By contractor	Yes/No	Yes
	By employer	Yes/No	No

Communication facilities - specific requirements [P8.4]	N/a
Protection of the works - specific requirements [P11.1]	N/a
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	N/a
Disturbance - specific requirements [P11.5]	N/a
Environmental disturbance - specific requirements [P11.6]	N/a

Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
SHORTENED VERSION OF THE PRELIMINARIES AS PER THE BoQ.

C TENDERER'S SELECTIONS

Security [11/0]

Guarantee for construction: Select Option A or B ☐

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B ☐Where the **contractor** does not select an option, Option A shall apply**Payment methods**

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
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Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge, and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to consider the rate of progress of the works
-----------------	--

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B ☐

Where the **contractor** does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the Programme

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
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Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>
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Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
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Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply
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Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C1.4 HEALTH AND SAFETY AGREEMENTS



forestry, fisheries & the environment

Department:
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

ANNEXURE D (OHS SPECIFICATION)

Table of Contents

1. Definitions	3
2. Responsibilities of the Department.....	6
3. General Responsibilities of the Service Provider/ Contractor.....	7
4. Responsibility of the Service Provider/ Contractor in relation to warranty of compliance	8
5. Occupational Health and Safety Plan and File	9
6. Overall supervision and responsibility for OHS	10
7. Appointment of Responsible Persons by Service Provider/ Contractor	10
8. Appointment of Health and Safety and COVID-19 Compliance Representative.....	11
9. Appoint of first aiders.....	12
10. Further (specific) supervision responsibilities for OHS	12
11. Site rules and other restrictions	13
12. Security and access	13
13. Demarcation of work areas	15
14. Appointments and training.....	15
15. Supervision, discipline and reporting.....	16
16. Access to the OHS-Act.....	16
17. Co-operation	17
18. Hazard identification and risk assessment and safe work operation standards and procedures.....	17
19. Occupational Health and Safety meetings	17
20. Communication and liaison	19
21. Compensation and registration as outlined in the Expanded Public Works programme Ministerial determination	19
22. Medical examinations and occupational health and hygiene.....	19
23. Incident reporting and investigation.....	20
24. Fire precautions and facilities.....	21
25. Hygiene and cleanliness	21

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

26. Environment21

27. Personal protective equipment.....23

28. Transport, plant, machinery and equipment25

29. Emergency preparedness and response27

30. Arrangements for monitoring and review.....28

31. Clarification29

ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT

**RESPONSIBILITIES OF THE PARTIES IN RELATION TO COMPLIANCE WITH THE PROVISION OF
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO 85 OF 1993) (“OHS ACT”) AND
ALL RELEVANT REGULATIONS AS WELL AS THE OHS SPECIFICATIONS STIPULATED IN THIS
ANNEXURE D.**

1. DEFINITIONS

1.1 For the purposes of this Annexure D the following definitions will apply:

1.1.1 **“Agreement”** means the main Agreement entered into by the Parties for the Project for which this Annexure D is appended to;

1.1.2 **“Competent Person”** means a person who –

1.1.2.1 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, 2008 (Act No.67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and

1.1.2.2 is familiar with the OHS Act and with the applicable Regulations;

1.1.3 **“Contractor/Sub Contractor”** has the same meaning as defined in the Agreement;

1.1.4 **“Construction Work”** means any work in connection with the-

1.1.2.1 construction, erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

1.1.2.2 construction, installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

1.1.2.3 construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

1.1.2.4 moving of earth, clearing of land, the making of an excavation, piling, or any similar civil engineering or type of work;

1.1.5 **“COVID - 19”** means the Novel Coronavirus (COVID - 19) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

pandemic by the World Health Organization during the year 2020 that has previously not been scientifically identified in humans;

- 1.1.6 **"COVID – 19 Response Team"** means a team of COVID – 19 Compliance Representatives consisting of Service Provider(s)/Contractor(s), site supervisor(s), and Employees/ Participants representative(s);
- 1.1.7 **"COVID – 19 Compliance Representatives"** means a person responsible to perform duties as stipulated in the COVID – 19 Compliance Representatives appointment letter;
- 1.1.8 **"Department"** means the Department of Forestry, Fisheries and the Environment;
- 1.1.9 **"Employees/Participants"** means all Employees, servants, Mandatary / Principle Contractor/ Contractors, agents, invitees and the like of the Service Provider/ Contractor;
- 1.1.10 **"ENATIS"** means Electronic National Administration Traffic Information Systems;
- 1.1.11 **"Fall Arrest Equipment"** means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;
- 1.1.12 **"Fall Prevention 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;
- 1.1.13 **"Fall Protection Plan"** means a documented plan, which includes and provides for –
 - 1.1.13.1 all risks relating to working from a fall risk position, considering the nature of work undertaken;
 - 1.1.13.2 the procedures and methods to be applied in order to eliminate the risk of falling; and
 - 1.1.13.3 a rescue plan and procedures;
- 1.1.14 **"Health and Safety Representative/ H & S Representative"** means a person designated in terms of section 17 (1) of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
- 1.1.15 **"Occupational Health and Safety Committee"** means a committee established under section 19, of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 1.1.16 **"OHS Act"** means the Occupational Health and Safety Act, 1993 (Act No.85 of 1993);
- 1.1.17 **"Occupational Health and Safety File"** means a file, or other record in permanent form, containing the information required as contemplated in the Construction Regulations 2014 Government Gazette Notice No 40883 of 2 June 2017) ("the Construction Regulations"). A Occupational Health and Safety file is to be a document that consists of various other documents (as per attached Annexure F) that resembles the entire health and safety history of the contract, from start to finish;
- 1.1.18 **"Occupational Health and Safety Plan/ OHS Plan"** means a Site, activity or project specific documented plan in accordance with the Department's Occupational Health and Safety specifications;
- 1.1.19 **"Occupational Health and Safety Specification/ OHS Specification"** means this Annexure D which is a documented specification of all health and safety requirements pertaining to the associated Works on a Site, so as to ensure the health and safety of persons;
- 1.1.20 **"Risk Assessment"** means a program to determine any risk associated with any hazard at a Site/ Premises, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 1.1.21 **"Responsible Person"** means the Employee, or contractor appointed by the Service Provider/ Contractor and who performs the duties on behalf of the Service Provider/ Contractor;
- 1.1.22 **"Medical Surveillance"** means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner;
- 1.1.23 **"Occupational Health Practitioner"** means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 2005 (Act No. 33 of 2005);
- 1.1.24 **"Personal Protective Equipment (PPE)"** means equipment or clothing that must be provided to protect and minimise the risk of injury to the health and safety of all persons entering the workplace for example helmets, goggles, gloves, work boots, life jackets, etc.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 1.1.25 **“Premises”** means all such Premises as identified by the Department, where the Service Provider/ Contractor and its Employees/ Participants perform Work or render a service for and on behalf of the Department;
- 1.1.26 **“Site/s”** means any location where the Service Provider/ Contractor and its Employees / Participants perform Work or render a service for and have equipment or infrastructure installed, on behalf of the Department;
- 1.1.27 **“SHEQ Procedures and Standards”** means the Procedures and Standards contained in Branch: Environmental Programme’s Occupational Health and Safety (OHS) Master File as well as other Standard Operating Procedures (SOP), Quality and Technical Standards applicable to the work, which the Service Provider is obliged to follow when performing work on behalf of the Department.
- 1.1.28 **“Service Provider/ Contractor”** means the Service Provider/ Contractor as defined in the Agreement; and
- 1.1.29 **“Works / Scope of Work”** mean the Project as described in the Agreement.

2. RESPONSIBILITIES OF THE DEPARTMENT

- 2.1. The Department shall discuss and negotiate with the Service Provider/Contractor the contents of the Occupational Health and Safety (OHS) Plan.
- 2.1.1. The Department will take reasonable steps to ensure that the OHS Plan of the Service Provider/ Contractor is implemented and maintained. The steps taken will include periodic audits at intervals agreed between the Department and the Service Provider/ Contractor.
- 2.2. The Department will prevent the Service Provider/Contractor and/its sub-contractor from commencing or continuing with Construction Work/Works should the Service Provider/ Contractor or its sub-contractor at any stage in the execution of the Works be found to have:
- 2.2.1. failed to comply with any of the administrative measures required by the OHS Act and its Regulations in preparation for the Construction Works or any physical preparations necessary in terms of the OHS Act;
- 2.2.2. failed to implement or maintain their OHS Plan;
- 2.2.3. executed Construction Work/Works which is not in accordance with their OHS Plan; or

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 2.2.4. acted in any way which may pose a threat to the health and safety of any person(s) present on the Premises or Site or in its vicinity, irrespective of him/them being employed or legitimately on the Premises or Site or in its vicinity.

3. GENERAL RESPONSIBILITY OF THE SERVICE PROVIDER/ CONTRACTOR

The Service Provider/ Contractor shall:

- 3.1 notify the Department of Labour of the intended construction Work in terms of the requirements outlined in Regulation 3 of the Construction Regulations, which contains the “Notification of Construction Work” form attached to these Regulations as **Annexure A**. The Service Provider/ Contractor shall submit the notification in writing prior to commencement of Work and inform the Department accordingly. A copy of this notification shall be provided to the Department before construction commences;
- 3.2 ensure that he/she is fully conversant with the requirements of this Occupational Health and Safety (OHS) Specification (“the Specification”) and all relevant health and safety legislation. This Specification is not intended to supersede the OHS Act nor the Regulations or any part of either. Those sections of the OHS Act and the Regulations or any other Regulation which apply to the Scope of Work to be performed by the Service Provider/ Contractor in terms of the Agreement will continue to be legally required of the Service Provider/ Contractor to comply with. The Service Provider/ Contractor will in no manner or means be absolved from the responsibility to comply with all applicable provisions of the OHS Act, or any Regulations under the OHS Act or any legislation which may perceivable be applicable to this Agreement;
- 3.3 provide proof of registration and “Good Standing” with the Compensation Fund or with a licensed compensation insurer prior to commencement with the Works;
- 3.4 consistently, for the duration of the Agreement demonstrate through the development, submission to the Department for approval (prior to commencement of construction Work/Works) and implementation of an OHS Plan, in terms of clause 5 below, its competence and the adequacy of its resources to perform the duties imposed on it in terms of this Specification, the OHS Act and the Regulations;
- 3.5 ensure that an Occupational Health and Safety (OHS) File, in terms of clause 5 below, is opened and kept on Site and made available to the Department or Inspector from the Department of Labour upon request;
- 3.6 ensure that all conditions imposed on its sub-contractors in terms of the OHS Act and the applicable Regulations are complied with as if they were the Service Provider/ Contractor; and

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 3.7 from time to time evaluate the relevance of the OHS Plan and revise this Plan as required, following which revised OHS Plan shall be submitted to the Department for approval.

4. RESPONSIBILITY OF THE SERVICE PROVIDER/ CONTRACTOR IN RELATION TO WARRANTY OF COMPLIANCE

- 4.1 The Service Provider/Contractor warrants that it has familiarized itself with the working environment and that it agrees to the arrangements of this Annexure D and the OHS Plan and Master OHS File Specifications.
- 4.2 The Service Provider/Contractor acknowledges that this OHS Specifications constitutes an agreement in terms of section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the Work that are to be performed on the Premises and/or Site shall be the obligation of the Service Provider/ Contractor.
- 4.3 The Service Provider/Contractor undertakes to maintain all necessary compliance with the OHS Act and its Regulations. Without derogating from the generality of the above, nor from the provisions of the Agreement, the Service Provider/Contractor shall ensure that the clauses as hereunder described are at all times adhered to by itself and its Employees/Participants/ sub-contractors.
- 4.4 The Service Provider/Contractor hereby undertakes to ensure that the health and safety of any other person on the Premises and/or Site is not endangered by the conduct and/or activities of its Employees/Participants/ sub-contractors whilst they are on the Premises and/or Site.
- 4.5 Notwithstanding the above, the Service Provider/Contractor confirms that it is familiar with and will comply with the Department's Safety, Health, Environmental and Quality (SHEQ) Procedures and Standards.
- 4.6 The Work undertaken in terms of the Agreement by the Service Provider/Contractor will be carried out in conformity with all the relevant OHS Specifications, contained in this Annexure D and in strict compliance with:
- 4.6.1 all and/or any current OHS related legislation and any Regulations which may be promulgated under any such Act;
 - 4.6.2 all and/or any existing or new OHS Municipal or Local or Statutory Authority laws, By-laws, regulations and or Notices and Proclamations;
 - 4.6.3 all and/or any current OHS requirements of, or directives received from, any Governmental departments or bodies or Statutory Authorities charged with the administration and/or enforcement of any Acts of Parliament, Municipal or Local

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

or Statutory Authority's Law, Bye Laws regulations and/or Notices and Proclamations;

- 4.6.4 the Occupational Health and Safety Act, 1993 (Act No: 85 of 1993) and its Regulations;
- 4.6.5 the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No: 130 of 1993); and
- 4.6.6 any other relevant legislation (such as the COVID 19 related regulations) and additional Departmental SHEQ Procedures and Standards requirements not contained within the Agreement.

5. OCCUPATIONAL HEALTH AND SAFETY PLAN AND FILE

- 5.1 The Service Provider/Contractor must, in terms of the Construction Regulation 5(1) and the Department's SHEQ Procedures and Standards provide and demonstrate to the Department a suitable, sufficiently documented and coherent Site specific OHS Plan, attached as Annexure E to the Agreement, based on the Department's documented OHS Specifications contemplated in Construction Regulation 4(1) (a), which plan must be applied from the date of commencement of and for the duration of the construction Work/Work and which must be reviewed and updated by the principal contractor as Work progresses.
- 5.2 The Service Provider/Contractor must, in terms of Regulation 5(7) of the Construction Regulations keep an OHS File on Site at all times that must include all documentation required in terms of this Annexure D, the OHS Act, the Regulations and must also include a list of all contractors/ sub-contractors on Site that are accountable to it and the agreements between the Service Provider/Contractor and its sub-contractors and details of work being done. The OHS File for the Site must be prepared/ compiled from the date of commencement of and for the duration of execution of the Works. A more detailed list of documents and other legal requirements that must be kept in the OHS File is attached as Annexure F to the Agreement.
- 5.3 The OHS Plan must be submitted by the Service Provider/Contractor to the Department's Project Manager for approval prior to the commencement of Construction Work/Works.
- 5.4 The OHS File will remain the property of the Department throughout the Agreement period and shall be consolidated and handed over to the Department by the Service Provider/ Contractor at the completion of the Construction Work/ Works as is required in terms of Regulation 5 (8) of the Construction Regulations.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

6. OVERALL SUPERVISION AND RESPONSIBILITY FOR OHS

- 6.1 The Department must ensure that the Service Provider/Contractor, appointed in terms of Regulation 4(1) (c) of the Construction Regulations, implements and maintains the agreed and approved OHS Plan. Failure on the part of the Department to comply with this requirement will not absolve the Service Provider/Contractor from any one or more of its duties under the OHS Act and the Regulations.
- 6.2 The Chief Executive Officer of the Service Provider/ Contractor shall, as required in terms of section 16 (1) of the OHS Act, ensure that their Employer (as defined in the Act) (or the Service Provider/Contractor) complies with the OHS Act and that the duties of the Service Provider/ Contractor are properly discharged.

7. APPOINTMENT OF RESPONSIBLE PERSON BY SERVICE PROVIDER/ CONTRACTOR

- 7.1 The Service Provider/Contractor shall ensure that all appointments of Responsible Persons are done in accordance with the Departments' SHEQ Procedures (Roles and Responsibilities), the OHS Act and the Regulations.
- 7.2 All appointed Responsible Persons must be competent to perform the work they are appointed for.
- 7.3 The Responsible Person shall at all times have his written appointment as well as a copy of these Specifications close at hand whilst on the Site/Premises and shall be fully familiar with the requirements thereof.
- 7.4 The Service Provider/Contractor will allow the Department to examine the appointment letter of the Responsible Person during Site inspections.
- 7.5 Prior to the commencement of any Work on the identified Site, the Responsible Person, shall conduct Site inspections in order to define hazardous areas, safety precautions, standards and procedures and equipment and emergency procedures. This must be documented in an OHS Plan.
- 7.6 The Service Provider/ Contractor will allow the Department to assess the OHS Plan and to test the knowledge of the Service Provider/ Contractor including that of the Responsible Persons, regarding these Specifications during Site inspections. Where required, the Department may request retraining or refresher training before the Works can commence.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

8. APPOINTMENT OF HEALTH AND SAFETY AND COVID – 19 COMPLIANCE REPRESENTATIVE/S

- 8.1 The Service Provider/Contractor shall ensure that 1 (one) Health and Safety (H&S) Representative is nominated, trained and appointed in writing, per contract team, in terms of section 17 of the OHS Act. An additional H&S Representative shall be trained as a substitute.
- 8.2 The H&S Representative/s have to be designated in writing and the designation shall be in accordance with Department's SHEQ Procedures and Standards (H&S Representatives), and in terms of Regulation 6 of the General Administration Regulations 2003, issued under Government Gazette Notice No R929 of 25 June 2003.
- 8.3 The H&S Representative/s shall be entitled to perform duties as stipulated in section 18 of the OHS Act as well as the Department's SHEQ Procedures and Standards (H&S Representatives).
- 8.4 The designated H&S Representative/s shall conduct daily/weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Service Provider/ Contractor, after which these reports shall be consolidated for submission to the relevant OHS Committee.
- 8.5 H&S Representative/s must be included in and be part of accident/incident investigations.
- 8.6 H&S Representative/s shall be members of at least 1 (one) OHS Committee and must attend all meetings of that OHS committee.
- 8.7 The Service Provider/ Contractor, with the assistance of the Department's Project Manager and Senior OHS officers, must facilitate the establishment of a COVID – 19 Compliance Officers for COVID – 19 responses.
- 8.8 The Service Provider/Contractor, with the assistance of the Department's Project Manager and Senior OHS officers, must facilitate the establishment of a COVID – 19 Compliance Team for COVID – 19 responses.
- 8.9 The team with COVID - 19 Compliance Representatives should consist of different stakeholders including the Service Provider(s)/ Contractor(s), site supervisor(s), and Employees/ Participants, OHS representative(s) with at least 1 (one) female representative and/or a representative with a disability, if possible.
- 8.10 Each COVID - 19 Compliance Officer and Representatives shall share and undertake the responsibilities outlined in their appointment letter as well as the Department's SHEQ Procedures and Standards (COVID – 19).

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 8.11 The selected COVID – 19 Compliance Officers and Representative/s shall be members of at least 1 (one) OHS Committee and must attend all meetings of that OHS committee.

9. APPOINTMENT OF FIRST AIDER/S

- 9.1 The Service Provider/Contractor shall ensure that 1 (one) First Aider is nominated, trained and appointed in writing, per contract team. At least one additional First Aider shall be trained as a substitute, per contract team. First Aiders must be in possession of a valid First Aid certificate of competency and be readily available to render the necessary assistance on Site in case of an injury. A copy of this certificate must be provided to the Department at the commencement of the Agreement.
- 9.2 The First Aider shall be entitled to perform duties as stipulated in Department's SHEQ Procedures and Standards (First Aid).
- 9.3 A notice bearing, the address and telephone numbers of all emergency services including the South African Police Service, Emergency Medical Services, Fire Department and the nearest Hospital must be displayed on the Premises and it must be in English and one other language predominantly spoken by the Employees/ Participants.
- 9.4 The Service Provider/Contractor shall ensure that:
- 9.4.1 An adequately equipped First Aid Kit shall be easily accessible at all Site/Premises;
 - 9.4.2 The First Aid Kit shall be kept fully stocked according to the stock list;
 - 9.4.3 All first aid treatment and usage of stock shall be recorded in the dressing book kept on Site and;
 - 9.4.4 The First Aid Kit shall be under the control of a trained and competent First Aider.

10. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR OHS

Several appointments or designations of Responsible Person and competent person in specific areas of Construction Work/ Works are required by the OHS Act and the Regulations. It will be the responsibility of the Service Provider/ Contractor to ensure that all appointments comply with the OHS Act and its Regulations.

11. SITE RULES AND OTHER RESTRICTIONS

11.1 Site OHS Rules

11.1.1 The Service Provider/Contractor must develop a set of Site-specific OHS rules that will be applied to regulate the OHS Plan and associated aspects of the Construction Work and COVID – 19 OHS requirements.

11.1.2 Access by third parties to Sites/Premises, as well as physical social distance between Employees/ Participants should be strictly monitored by the COVID - 19 Compliance Representatives, in order to avoid the risks of contagion.

11.2 Substance Abuse

11.2.1 The use of any narcotic substances is prohibited on Site.

11.2.2 The Service Provider/Contractors shall ensure that Employees/Participants do not perform their duties under the influence of any narcotic or alcoholic substances.

11.2.3 Employees/Participants who are under the influence during work hours shall be dealt with in terms of the appropriate disciplinary procedures.

11.2.4 Alcohol testing, where applicable, may only be done using single use test units and must be disposed of in the appropriate contaminated waste bag provided on Site.

11.3 Security Arrangements

11.3.1 The Service Provider/Contractor must establish Site access rules and implement and maintain these throughout the operational period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on Site.

11.3.2 The Service Provider/Contractor must develop a set of Security rules and procedures for the Site and maintain these throughout the operational period.

12. SECURITY AND ACCESS

12.1 The Service Provider/Contractor and its Employees/ Participants and sub-contractors shall only access and exit the Premises and/or Sites of Private Land Owners through the main gate(s) (where applicable) designated by the Department.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 12.2 The Service Provider/Contractor shall ensure that the Employees/Participants observe the security rules of the Department at all time and shall not permit any person who is not directly associated with the Works to enter the Premises and/or Site.
- 12.3 The Service Provider and the Employees/Participants shall not enter into any area of the Premises and/or Site, which is not directly associated with the Works.
- 12.4 When required for a site by law, visitors and non-employees upon entering the site shall be recorded on an attendance register, be screened for COVID -19 symptoms through the completion of an “self-assessment questionnaire”, hands and personal belongings sanitized and be issued with the required Personal Protective Equipment (PPE) as and when necessary.
- 12.5 The Service Provider/Contractor shall ensure that all materials, machinery or equipment brought by it onto the Premises and/or Site are registered at the main gate(s) (where applicable). A failure to do this may result in a refusal by the Landowner to allow the materials, machinery or equipment to be removed from the Premises and/or Site.
- 12.6 The Service Provider/Contractor shall submit to the Department, for approval, all the names of each proposed Employee/Participant prior to such Employee/Participant entering the Premises and/or Site.
- 12.7 The Department may refuse access to a Premises and/or Site by any one of the Service Provider/Contractor’s Employees/Participants who has proven by his/her action to have a disregard for any of the relevant OHS requirements. Such refusal of access to the Premises by the Department shall not result in any claims on the Department by the Service Provider/Contractor.
- 12.8 The actions on the Service Provider/Contractor’s Employees/ Participants referred to in paragraph 12.7 above includes but are not limited to:
- 12.8.1 Possession of illegal drugs, liquor or other intoxicating substances on the Premises;
 - 12.8.2 Intoxication, and/or consumption of an intoxicating substance;
 - 12.8.3 Unauthorised possession of Department’s property;
 - 12.8.4 Fighting/assault;
 - 12.8.5 Possession of dangerous weapon; and/ or
 - 12.8.6 Violation of health and safety rules.
- 12.9 Where an Employee/Participant show symptoms of possible COVID – 19 infection when reporting for duty or whilst performing duties, the protocols set out in the Department’s SHEQ Procedures and Standards (COVID – 19) must be followed.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

12.10 Any person required to take medication shall notify the relevant Responsible Person thereof, as well as the potential side effects of the medication.

13. DEMARCATION OF WORK AREAS

13.1 Work areas that pose a potential danger to people must be visibly or structurally cordoned off with neat barriers, fencing or purpose - made hazard tape or rope. The method used must be suitable and in direct proportion for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes.

13.2 Clearly visible Safety Signs shall be installed by the Service Provider/ Contractor to alert third parties entering the Work area of any dangers / hazards that exists in such a Work area. These signs shall comply with the South African National Safety Standards and shall be appropriate for the type of Work performed in the Work area.

14. APPOINTMENTS AND TRAINING

14.1 The Service Provider/Contractor shall appoint competent persons as envisaged in section 16(2) of the OHS Act. These appointees must be trained on all OHS matters, and the OHS Act provisions that apply to the Work that is to be performed under their responsibility. Copies of any appointments made by the Service Provider/ Contractor in terms of section 16(2) of the OHS Act shall be made available to the Department upon its request.

14.2 The Service Provider/Contractor shall ensure that he has familiarized himself with the hazards associated with the Work being carried out on the Premises and/or Sites. The Service Provider/ Contractor shall further ensure that the Employees/Participants are trained on the health and safety aspects relating to the Work and that they understand the hazards associated with such Work being carried out on the Premises and/or Sites. Without derogating from the afore-going, the Service Provider/Contractor shall, in particular, ensure that all its users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

14.3 The Service Provider/Contractor shall avail its Employees/Participants to training programmes offered by the Department for occupational competency and personal development purposes as and when required by the Department.

14.4 Notwithstanding the provisions of the above, the Service Provider/Contractor shall ensure that he, his appointed Responsible Persons and Employees/Participants are at all times familiar with the provisions of the OHS Act, this Specifications as well as the Department's SHEQ Procedures (Training, Competency and Awareness) and that they comply with the provisions thereof.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 14.5 The contents and syllabi of all training required by the OHS Act and the Regulations including any other related or relevant training as required by the Department's SHEQ Procedures (Training, Competency and Awareness) must be included in the Service Provider/ Contractor's OHS Plan and OHS File.
- 14.6 All Employees/Participants of the Service Provider/ Contractor must be in possession of proof of General Induction training and Site Specific OHS Induction or other qualifying training.
- 14.7 All operators, drivers and users of vehicles, mobile plants and other equipment must be in possession of valid proof of training to operate such vehicles, mobile plants and other equipment.
- 14.8 All Employees/Participants in jobs requiring training in terms of the OHS Act and the Regulations and the Department's SHEQ Procedures (Training, Competency and Awareness) must be in possession of valid proof of training.

15. SUPERVISION, DISCIPLINE AND REPORTING

- 15.1 The Service Provider/Contractor shall ensure that, where applicable, all Work performed on the Premises and/or Sites is done under strict supervision, and that no unsafe or unhealthy Work practices are permitted. Discipline regarding non-compliance with health and safety matters shall be strictly enforced by the Service Provider/Contractor against any of its Employees/Participants.
- 15.2 The Service Provider/Contractor shall further ensure that the Employees/Participants report all unsafe or unhealthy Work situations immediately after they become aware of it, and that the Service Provider/ Contractor shall in turn report these in writing, to the Department in terms of the Department's SHEQ Procedures and Standards (Incident investigation and Non Compliance)

16. ACCESS TO THE OHS ACT

The Service Provider/Contractor shall have an updated copy of the OHS Act available in the OHS File which is accessible to its appointed Responsible Persons and Employees/Participants. The Parties may make arrangements for the Service Provider/Contractor and its Responsible Persons to have access to the Department's copies of the OHS Act.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

17. CO-OPERATION

The Service Provider/Contractor and/or its Responsible Persons and Employees/Participants shall provide full co-operation and information if and when the Department or its representative enquire into OHS issues concerning the Service Provider/ Contractor. The Department and its representative shall at all times be entitled to make such enquiry.

18. HAZARD IDENTIFICATION AND RISK ASSESSMENT AND SAFE WORK OPERATION STANDARDS AND PROCEDURES

18.1 The Service Provider/Contractor shall ensure that a Hazard identification and Risk assessment (HIRA) is carried out on the Site where Work is to be performed. HIRA, Safe work operating standards and procedures must be developed in accordance with the Departments' SHEQ Procedures (HIRA) and be in place to address these risk.

18.2 The Service Provider/Contractor must, as a minimum requirement, have regard to and apply any applicable operational standards and procedures, guidelines and other documentation used by the Department as a basis for prescribing the HIRA and Safe work operating standards, procedures and practices for the Employees/Participants. The Service Provider/ Contractor, shall at all times, be responsible for ensuring compliance with the OHS Act, including ensuring that it has adequate HIRA and safe work operating standards and procedures in place. The Service Provider/ Contractor shall ensure that the Employees/Participants are made conversant and comply with the requirements of the HIRA and Safe work operating standards, procedures and practices.

19. OCCUPATIONAL HEALTH AND SAFETY MEETINGS

19.1 The Service Provider/Contractor shall establish its own OHS committee/s as contemplated in terms of section 19 of the OHS Act. The OHS Committees shall conduct its duties in accordance with the requirements under the OHS Act and the Department's SHEQ Procedures and Standards (OHS Committee).

19.2 The Service Provider/Contractor's OHS Committees shall consist of the designated H&S Representatives and COVID – 19 Compliance Representatives together with a number of Department's Representatives appointed in terms of section 19(3) of the OHS Act. Provided that the Department's Representatives shall not exceed the number of the Service Provider/ Contractor's H&S Representatives on the committee. The persons nominated on an OHS Committee must be designated in writing for such period as may be determined by the Service Provider/ Contractor.

19.3 The OHS Committee may co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship;

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

19.4 The Service Provider/Contractor shall have a representative on the Regional OHS Committee of the Department.

19.5 The OHS Committee must meet minimum monthly and consider, at least, the following Agenda for the meeting.

Agenda:

1. Opening and determining of chairmanship (only when necessary)
2. Minutes of Previous Minutes
3. Observations
4. Program and Safety considerations
5. Hygiene
6. Housekeeping improvement
7. Incidents & Accidents / Injuries
8. Registers:
 - 8.1 H&S Representatives. Inspections
 - 8.2 Matters of First Aid
 - 8.3 Registers for Cleaning and Disinfecting
 - 8.4 Scaffolding
 - 8.5 Ladders
 - 8.6 Excavations
 - 8.7 Portable Electric Equipment
 - 8.8 Fire Equipment
 - 8.9 Explosive Power Tools
 - 8.10 Power Hand tools
 - 8.11 Incident Report Investigation
 - 8.12 Pressure Vessels
 - 8.13 Personal Protective Equipment
9. Safety performance Evaluations
10. Education & Safety promotion program
11. First Aid Officials and training in First Aid
12. Demarcation of work- /hazardous-/safe areas/walkways
13. Posters and signage
14. Environmental preservation and conservation
15. Specific training programmes
16. Operational Standards and Procedures with specific reference to COVID – 19 compliance implementation and monitoring
17. General
18. Date of Next Meeting
19. Closing

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

20. COMMUNICATION AND LIAISON

- 20.1 OHS liaison between the Department and the Service Provider/ Contractor, and other concerned parties shall be through the Department's OHS Committee as per the procedures determined by the OHS Committee.
- 20.2 In addition to the requirements under paragraph 20.1 above, communication regarding OHS matters between the Parties may be made, verbally (followed by written confirmation through an email) or in writing, as and when the need arises.
- 20.3 Consultation with the Employees/Participants on OHS matters will be through Supervisors, COVID – 19 Representatives and H&S Representatives.
- 20.4 The Service Provider/Contractor will be responsible for the dissemination of all relevant OHS information in accordance with the Department's SHEQ Procedure (Participation and Consultation) to the other contractors e.g. design changes agreed with the Department on its behalf and the Designer, instructions by the Department exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

21. COMPENSATION AND REGISTRATION AS OUTLINED IN THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) MINISTERIAL DETERMINATION

- 21.1 It is the responsibility of the Service Provider/Contractor to arrange for all participants to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) (COIDA Act).
- 21.2 The Service Provider/Contractor must report any work-related injury or occupational disease to the Department in terms of the Department's Investigation Procedure.
- 21.3 The Service Provider/Contractor must report accidents or diseases to the Compensation Fund. Submission of all forms shall be made in compliance with the COIDA Act.

22. MEDICAL EXAMINATIONS AND OCCUPATIONAL HEALTH AND HYGIENE

- 22.1 The Service Provider/Contractor shall ensure that all the Employees/Participants undergo a Medical Surveillance Program as prescribed in the OHS Act and its Regulations and the Departmental SHEQ Procedures and Standards (Medical Surveillance), where their working environment necessitates this and also to ensure that Employees/Participants are medically fit for the purposes of the work they are to perform.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 22.2 Prior to employment, all Participants shall undergo a medical examination performed by a registered Occupational Health Practitioner. Whenever possible, team members that resign need to undergo an exit medical examination and the results must be kept on record by the Service Provider/Contractor.
- 22.3 The Service Provider/Contractor shall be responsible for the medical welfare of its own and sub-Mandatory/sub - Contractor personnel and shall provide health certificates of Employees/Participants to the Department when so requested.
- 22.4 The Service Provider/Contractor shall adhere to all applicable Regulations or the Department's guidelines for medical surveillance, COVID – 19 testing and medical screening and operational hygiene monitoring.
- 22.5 If separate accommodation for Mandatory/Principle Contractor/Contractor personnel is provided (e.g. tents for camping), the Mandatory/Principle Contractor/Contractor shall comply with the relevant OHS Operational Standards for: COVID – 19 OHS requirements, sanitation, sewage, hygiene, water supply, sleeping quarters, food establishments, and laundry and garbage disposal.

23. INCIDENT REPORTING AND INVESTIGATION

- 23.1 Incidents as described in terms of section 24 of the OHS Act shall be reported by the Service Provider/Contractor to the Department of Labour and to the Department. The Department shall further be provided with copies of any written documentation as per the Department's SHEQ Procedure (Incident Investigation and Non-Compliance) relating to any incident.
- 23.2 Notwithstanding the requirements of section 24 of the OHS Act, all incidents shall be investigated and reported on in writing, as per the Department's SHEQ Procedure (Incident Investigation and Non-Compliance).
- 23.3 The Department retains an interest in the notification of any incident as described in paragraphs 23.1 and 23.2 above, as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS Act into such incident.
- 23.4 Any incident, condition or act that could or could have caused injury, health impacts, damage or loss or affect the environment must be reported to the Department's Regional OHS Officers or to such a person in the Department as may be designated in writing to the Service Provider/Contractor.
- 23.5 The Service Provider/Contractor is responsible to oversee the investigation of all accidents/incidents where Employees/Participants and non-employees were injured to the extent that they had to receive first aid or be referred for medical treatment by a doctor,

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

hospital or clinic. (see Regulation 9 of the General Administrative Regulations, 2003, published under Government Gazette Notice R929 of 25 June 2003).

23.6 The Service Provider/ Contractor is responsible for the investigation of all road traffic accidents relating to the operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

23.7 The Service Provider/ Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) of less than 0.5 and report on this to the Department on its behalf on a monthly basis.

24. FIRE PRECAUTIONS AND FACILITIES

24.1 The Service Provider/Contractor shall ensure that an adequate supply of fire protection and first aid facilities is provided as indicated in the Department's SHEQ Procedures (Emergency Preparedness and Response) for the Work to be performed on the Premises and/or Site. The Parties may mutually make arrangements for the provision of such facilities, subject to such arrangements being recorded in writing by the Parties thereto.

24.2 The Service Provider/Contractor shall further ensure that the Employees/Participants are familiar with fire precautions at the Premises and/or Site, which include the contingency plan and emergency exits and that such precautions are adhered to.

25. HYGIENE AND CLEANLINESS

25.1 The Service Provider/Contractor shall ensure that the area where the Work is performed is at all times maintained to reasonably practicable levels of hygiene and that they maintain the surrounding area of the Site to a reasonably practicable level of cleanliness. In this regard, no loose materials shall be left lying unnecessarily, and the Site shall be cleared of waste materials regularly and on completion of any Work performed by the Service Provider/Contractor and its Employees/Participants.

25.2 Disinfectant, sanitization and personal hygiene protocols as stipulated in the Department's SHEQ Procedures and Standards (COVID – 19) shall be implemented, monitored and adhered too at all times on the Site/Premises.

26. ENVIRONMENT

26.1 The Service Provider/Contractor shall ensure that the Work and the manner in which the Work is executed:

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 26.1.1 complies with all relevant environmental legislation; and
- 26.1.2 complies with all environmental SHEQ Procedures and Standards (Pollution, Air, Ground & Water) or Requirements adopted by the Department from time to time.
- 26.2 The Service Provider/Contractor shall provide the Department with such reports as the Department require from time to time in order to comply with the provisions of the environmental legislation, or any competent authority in matters relating to the environmental legislation.
- 26.3 In order to comply with relevant environmental legislation, the Service Provider/Contractor shall ensure that the following precautionary measures, but not limited to, are adhered hereto:

26.3.1 General environmental rules:

- 26.3.1.1 The Service Provider/Contractor must obtain clearance for bringing chemicals/herbicides onto the Premises and/or Site. For clearance, material safety data sheets must be available on Site for these chemicals/herbicides. It is essential that the Service Provider/Contractor Employees/Participants understand the hazards and safe handling precautions to be taken prior to the chemical/herbicides being used;
- 26.3.1.2 Ad-hoc dumping on any part of the Site is strictly prohibited and it is the responsibility of the Service Provider/Contractor to ensure that dumping on any part of the Site does not occur;
- 26.3.1.3 Machinery to be used at the Site must be fitted with muffling devices to reduce the likelihood of noise pollution.

26.3.2. General

- 26.3.2.1 The Service Provider/Contractor undertakes to rectify any environmental degradation on the Site caused by any Work or activity, to the satisfaction of the Department and in line with the relevant environmental legislation.
- 26.3.2.2 The Service Provider/Contractor will immediately report any incident that causes or has the likelihood of causing any environmental degradation or pollution to the Department;
- 26.3.2.3 The Service Provider/Contractor indemnifies the Department for any claims that may arise from any pollution or degradation that has taken place or that

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

is likely to take place and that was caused by any Work, act, or omission occasioned by the Service Provider/ Contractor appointed.

27. PERSONAL PROTECTIVE EQUIPMENT

27.1 The Service Provider/Contractor shall ensure that its Responsible Persons and the Employees/Participants are provided with, and at all relevant times wear, adequate personal protective equipment (PPE) for the work they perform at the Site, and in accordance with the requirements of Regulation 2 of the General Safety Regulations, 1986, published under Government Gazette Notice R1031 of 30 May 1986 in terms of the OHS Act as well as Department's SHEQ Procedures and Standards (PPE requirements).

27.2 The Service Provider/Contractor shall provide adequate and appropriate safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice), and shall maintain this safety equipment in a professional manner as dictated by the OHS Act and the Department's SHEQ Procedures and Standards (PPE and COVID 19 requirements). In addition, the Service Provider/ Contractor shall keep up-to-date records of all said equipment. Furthermore:

27.2.1 The Service Provider/Contractor shall ensure that all contract personnel under its supervision have been trained in the proper use, maintenance and limitations of safety equipment;

27.2.2 The Service Provider/Contractor must ensure that there is free access, at all times, by all persons on the Site to all fire extinguishing/beaters and safety equipment;

27.2.3 The Responsible Person must not require, or permit a contract employee to work unless the required safety equipment is used and in good order.

27.3 The Service Provider/Contractor shall supply its Contractor and sub – Contractor's and Employees/Participants with adequate PPE as required in connection with the safe performance of the Work. The PPE shall be maintained in good condition, and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice (Department's SHEQ Procedures and Standards (PPE requirements):

27.3.1 The PPE shall meet the minimum prescribed standards of quality as prescribed and/or approved by the South African Bureau of Standards (SANS);

27.3.2 The PPE shall be replaced when it becomes ineffective through wear and tear;

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

- 27.3.3 The required PPE on a Site will depend on the hazards and risk identified in a Workplace Risk Assessment. Consideration must be given to the source of energy and the part of the body involved;
- 27.3.4 The PPE requirements must be included in the Service Provider/Contractor Health & Safety Plan;
- 27.3.5 The Service Provider/Contractor must keep records of all issues of PPE;
- 27.3.6 The Service Provider/Contractor must ensure that regular checks are conducted by the Contractor/supervisor on the correct use of PPE;
- 27.3.7 The Service Provider/Contractor must ensure that safety boots with steel toe or PVC moulded cap must be worn on construction Site/ Premises;
- 27.3.8 The Service Provider/Contractor must ensure that safety hats are worn in demarcated areas on the Site and in all places on the Sites where there is a possibility of head injuries;
- 27.3.9 The Service Provider/Contractor must ensure that the correct and approved Hazardous Chemical overalls, gloves, masks and respirators, are worn whenever hazardous chemical substances are handled on Site, or if there is a possibility of cutting the skin when abrasive or sharp materials are being man – handled;
- 27.3.10 The Service Provider/Contractor must ensure that the correct and approved hearing protection equipment/devices, are worn when working with machinery that generates noise above 85dB (A);
- 27.3.11 The Service Provider/Contractor must ensure that safety glasses and face shields are worn when the Work on the Site involves concussive or abrasive operation likely to cause flying debris, or when decanting or handling hazardous chemicals on the Site;
- 27.3.12 The Service Provider/Contractor must ensure that Employees/Participants are familiar with the operation and application of respiratory apparatus like dust masks for dusty areas and self - contained breathing apparatus for toxic environments;
- 27.3.13 Sand blasting, grinding and disc cutting operations, should preferably be done using equipment and/or procedures that do not produce dust on the Site. In cases where this is not possible, the Service Provider/Contractor must ensure that SANS-approved respiratory equipment is worn and the area must be enclosed to contain dust generation to a minimum;

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

27.3.14 The Service Provider/Contractor must ensure that fall arrest and fall prevention equipment shall be used to secure workers involved with high altitude work or when working at elevated heights (2 meters) and where falling from such heights is not protected by any other means. Where required, the Service Provider/ Contractor must ensure that a documented fall protection plan must be in place, kept on Site and implemented; and

27.3.15 The Service Provider/Contractor must ensure that the wearing of loose over-clothes, sandals and/or shorts on Site/ Premises is prohibited.

27.3.16 In addition to the existing prescribed PPE requirements for each task, the Employees/ Participants must be issued with the following PPE with respect to COVID – 19 requirements by the Service Provider/Contractor:

- I. a face mask [3 (three) material layer washable face masks - an issue of a minimum of 2 (two) masks per Employee/ Participant];
- II. a pair of working leather gloves; and
- III. a face shield [an issue of a minimum of 2 (two) face shields per Employee/ Participant].

28. TRANSPORT, PLANT, MACHINERY AND EQUIPMENT

In terms of the OHS Act, the Service Provider/Contractor is not permitted to Work with/on equipment that is unsafe or under hazardous conditions, unless Employees/Participants exposed to these hazards, are informed of such hazards and precautionary measures are in place to manage these hazards. Where the latter cannot be complied with, Employees/Participants will not be required or permitted to work in such situations:

28.1 The Service Provider/Contractor shall ensure that all the plant, machinery, equipment and/or vehicles it may wish to utilize on the Premises and/or Site is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the relevant legislative requirements as well as the Department's SHEQ Procedures and Standards (Vehicles and trailers, Machine guarding, Rope Access and Fall arrest; Hand tools and equipment, Fire-fighting equipment, Storage of flammables etc.).

28.2 In accordance with the provisions of section 10(4) of the OHS Act, the Service Provider/ Contractor hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that is erected or installed at the Premises and/or Site, and which the Service Provider/Contractor uses at work complies with all the prescribed requirements and will be safe and without risks to health when properly used.

28.3 The Service Provider/Contractor must ensure that all equipment, vehicles, machines, instruments and tools used by the Service Provider/Contractor's Employees/

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

Participants on a Site/Premises are maintained in a good, safe working order and suitable for the work to be performed and all personnel handling and/or operating same as adequately and appropriately trained to do so.

28.4 The Service Provider/Contractor shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles on the Department's Premises and/or Sites;

28.5 No vehicle, equipment or machine will be permitted onto the Site unless:

28.5.1 such vehicle is in a roadworthy condition, and in the case of equipment and machines, have been recorded in a register, inspected and approved by the Service Provider/Contractor's Responsible Person;

28.5.2 the machines and equipment displays suitable identification, stating a re-inspection date. The Service Provider/Contractor may be required to remove machines or equipment without valid identification from the Site;

28.5.3 the Service Provider/Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/ or a safety inspection by the Department's OHS Environmental Personnel or Project Manager;

28.5.4 all drivers must be recorded on a register, and must hold and be able to produce a valid driver's license as well as Professional Drivers Permit, verified through ENatis; and

28.5.5 the Service Provider/Contractor shall ensure that all road vehicles used on the Premises and/or Site are recorded in a register, are in a roadworthy condition, are licensed, have a Departmental authorization disk and are insured.

28.6 The maximum speed limit on gravel roads on the Site is 40km/h, unless otherwise indicated.

28.7 The warning, safety and road signs on the Site must always be obeyed.

28.8 Overloading of vehicles on the Site is not permitted.

28.9 People, tools and equipment must be transported separately.

28.10 Where benches are provided in vehicles, these must be secured. In the event that any hazardous substances are to be transported on the Premises and/or Site, the Service Provider/ Contractor shall ensure that the requirements of the Hazardous Chemical Agent Regulation 2021(Government Gazette Notice No 44348 of 29 March 2021) ("the Hazardous Chemical Agent Regulations"), the National Road Traffic Act, 1996 (Act No

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

93 of 1996, as well as the Department's SHEQ Procedures and Standards (Vehicles and trailers & Hazardous Chemical Agent) are complied with at all times.

28.11 Reckless driving or non-observance of these instructions mentioned under paragraphs 28.5 to 28. above may be cause for the withdrawal of the authorisation of the driver to operate the vehicle.

28.12 The occupants of vehicles, including journeys to and from the Sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.

28.13 During excavations on the Site, the Service Provider/Contractor shall take extra care, by consulting Site drawings, extrapolating positions from the positions of above ground equipment, etc., not to damage any underground equipment.

28.14 If any equipment on the Site is damaged during excavations, the necessary precautions shall be taken immediately to make the situation as safe as reasonably possible, and the Department's Project Manager must be contacted immediately for advice on further action to be taken.

29. EMERGENCY PREPAREDNESS AND RESPONSE

29.1 The Service Provider/Contractor will be responsible for the compilation, implementation and updating of the Emergency Evacuation Site Plan for their respective Site/ Premises operations in accordance with the Department's SHEQ Procedures (Emergency Preparedness and Response and COVID -19).

29.2 Each applicable Site/Premises, as identified should have supplement relevant emergency plans detailing:

- 29.2.1 Major hazards;
- 29.2.2 Evacuation routes;
- 29.2.3 Assembly points;
- 29.2.4 Emergency equipment; and
- 29.2.5 Key personnel and contact details.

29.3 The emergency plan must be communicated as part of induction training for new Employees/Participants on Site and such plan should be visually displayed on the Site. Each Site shall, where applicable:

- 29.3.1 make appropriate appointments;
- 29.3.2 train personnel;
- 29.3.3 have appropriate and adequate emergency equipment available;
- 29.3.4 maintain emergency equipment; and

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

29.3.5 communicate and maintain up-to-date contact information of all role-players, and interested and affected parties.

29.4 If not already tasked to the H&S Representative/Officer appointed, the Service Provider/ Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on the Premises and/or Site as indicated by the risk assessments. Contingency plans must be developed in consultation with COVID-19 Compliance Representative.

30. ARRANGEMENTS FOR MONITORING AND REVIEW

30.1 Audits and inspections by the Department or its Agent on its behalf.

30.1.1 The Department on its behalf reserves the right to conduct any other OHS compliance *ad hoc* audits and inspections as it, and/or its Agent on its behalf, deem necessary in accordance with the Department's SHEQ Procedures (Non Conformity, Corrective and Preventative Action).

30.1.2 A representative of the Service Provider/Contractor must accompany the Department on all audits and inspections and may conduct their own audit/inspection at the same time. Each Party will, however, take responsibility for the results of his/her own audit/inspection results.

30.1.3 For purposes of monitoring the Service Provider/Contractor's adherence to the OHS requirements by the Department, the Department shall allow persons nominated by the Department to audit the Service Provider/ Contractor in relation to compliance with the:

- i. ISO 14001- Environmental Management System;
- ii. ISO 9001- Quality Management System;
- iii. Occupational Health and Safety Act, 1993 (Act No: 85 of 1993) and its Regulations, and the ISO 45001- Occupational Health and Management System;
- iv. Compensation for Occupational Injuries and Diseases Act, 1993 (Act No: 130 of 1993);
- v. Department's SHEQ Procedures and Standards; and
- vi. Annexure D (OHS Specifications).

30.2 Reports

30.2.1 The Service Provider/Contractor shall report all incidents as stipulated in paragraph 23 of this OHS Specifications.

**ANNEXURE D (OHS SPECIFICATIONS) TO THE MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN
DFFE AND (NAME OF SERVICE PROVIDER) FOR (THE PROJECT) FOR THE PERIOD (START DATE) TO (END DATE)
CONTRACTOR AGREEMENT**

30.2.2 The Service Provider/Contractor is required to provide the Department with copies of all statutory reports required in terms of the OHS Act and the Regulations together with a monthly "OHS Management Report".

30.3 Review

30.3.1 The Service Provider/Contractor must review the Hazard Identification and Risk Assessments and Safe Work Processes/Procedures at each Operational Planning and Progress Report meeting as:

- i. the Works develops and progresses; and
- ii. each time changes are made to the designs, plans, work methods and processes.

30.3.2 The Service Provider/Contractor must provide the Department or the Department's Agent acting on its behalf, Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 30.3.1(ii) above.

31. CLARIFICATION

In the event that the Service Provider/Contractor requires clarification of any of the terms or provisions of this Specifications, it should contact the appropriate and designated representative of the Department whose clarification in terms hereof must be made in writing.

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL NO 1</u>			
<u>PRELIMINARIES</u>			
<u>BUILDING AGREEMENT AND PRELIMINARIES</u>			
The JBCC Principal Building Agreement (May 2018 Edition 6.2) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described			
The JBCC Principal Building Agreement contract data form an integral part of this agreement			
The Preliminaries (May 2018) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.2 shall be deemed to be incorporated in these bills of quantities , amended as hereinafter described			
The contractor is deemed to have referred to the above-mentioned documents for the full intent and meaning of each clause			
The clauses in the above-mentioned documents are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above-mentioned documents			
Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"			
When pricing these bills of quantities the contractor is to allow opposite each item for all costs in connection therewith. Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained			
<u>Carried to Collection</u>			R
<u>BILL NO 1</u>			
<u>PRELIMINARIES</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

PREAMBLES FOR TRADES

The Model Preambles for Trades 2008 as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the Model Preambles

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles and/or specifications

STRUCTURE OF THIS PRELIMINARIES BILL

Section A : A recital of the headings of the individual clauses of the aforementioned **JBCC Principal Building Agreement**

Section B : A recital of the headings of the individual clauses of the aforementioned Preliminaries document

Section C : Any special clauses to meet the particular circumstances of this project

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BILL NO 1 **PRELIMINARIES**

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

PRICING OF PRELIMINARIES

Should the **contractor** select Option A in terms of "D4.0 of the **JBCC Principal Building Agreement : contract data**" for the purpose of adjustment of these **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely "F", "V" or "T" as the case may be, where:

- F = An amount which shall not be varied
- V = An amount which shall be varied in proportion to the **contract value** as compared to the **contract sum**
- T = An amount which shall be varied in proportion to the **construction period** as compared to the initial **construction period** excluding revisions to the **construction period** to which the **contractor** is not entitled to adjustment of the **contract value** in terms of the **agreement**

PRICING OF BILLS OF QUANTITIES

The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement.

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained

Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

Carried to Collection

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

VALUE ADDED TAX

Provision is made in the summary page of these bills of quantities / lump sum document for the inclusion of Value Added Tax (VAT)

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

1 Clause 1.0 - Definitions and interpretation

F = V = T =

Item

Clause 1.1 is amended by the replacement of corresponding definitions or are added to the definitions whatever the case may be

ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties

CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

DEFAULT INTEREST: No Clause

Carried to Collection

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

COST FLUCTUATION: shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

PRELIMINARIES: The items listed in the preliminaries document with any additions, alterations or modifications thereof incorporated in the contract documents

PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by the employer's representative as named in the contract data for organs of state and other public sector bodies

Carried to Collection

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

TARGETED SUBCONTRACTORS: Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.

Clause 1.2 is amended by the addition of the following:

Clause 1.2.6 No waiver or relaxation of any of the revisions or terms of this **agreement** (or any agreement or other document issued or executed pursuant to or in terms of this **agreement**) shall operate as an estoppel against a **party** in respect of any of its rights in terms of this **agreement**

No failure by a party to enforce any provision of this **agreement** shall constitute a waiver of such provisions or affect in any way such **party's** rights to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself

Clause 1.2.7 The items in the **bills of quantities** utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice

Clause 1.2.8 Should the **contractor** constitute a joint venture, consortium or other unincorporated grouping of two or more persons:

- a. these persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**;

Carried to Collection

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

- Clause 1.2.9 Value Added **Tax** - Provision is made in item E Tender sum compilation of Annexure B - Principal Building Agreement : **Contract Data** for the inclusion of Value Added **Tax** (VAT)

F = V = T =

Clause 2.5 Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the **employer** shall prepare a documented health and safety specification for the works and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works** [2.1] Refer to Volume 3, Part B, Section 3.3

$F = \dots\dots\dots V = \dots\dots\dots T = \dots\dots\dots$

Clause 3.0 is deleted and replaced with the following:

This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0]

4 Clause 4.0 - Cession and assignment

F = V = T =

Item

5 Clause 5.0 - Documents

F = V = T =

Item

Clause 5.4 is deleted and replaced with the following:

Clause 5.4 The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference

Clause 5.6 is amended by the addition of the following:

All drawings, schedules, details, etc will be issued electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically

Refer to Volume 3: Part C - Drawings for a list of the contract drawings [5.1]

6 Clause 6.0 - **Employer's agents**

F = V = T =

Item

Clause 6.2 is amended by the addition of the following:

Carried to Collection

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

The authority of the **principal agent** to perform duties for specific aspects of the **works** is delegated to the **agents** as indicated in Annexure ? - **Principal Agent** : Delegated authority [6.2]

Clause 6.0 is amended by the addition of Clause 6.7

In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12

7 Clause 7.0 - Design responsibility

F = V = T =

Item

Clause 7.2 is amended by the replacement of the first sentence with the following:

Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof

Insurance and security (A8-A11)

8 Clause 8.0 - Works risk

F = V = T =

Item

9 Clause 9.0 - Indemnities

F = V = T =

Item

10 Clause 10.0 - Insurances

F = V = T =

Item

11 Clause 11.0 - **Security**

F = V = T =

Item

Carried to Collection

R

BILL NO 1
PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

Clause 11.2.2 is deleted

Clause 11.3 is deleted

Clause 11.5 is deleted

Clause 11.6 is deleted

Clause 11.7 is deleted

Clause 11.8 is deleted

Clause 11.9 is deleted

Clause 11.10 is deleted

Execution (A12 - A17)

12 Clause 12.0 - Obligation of the parties

F = V = T =

Item

Clause 12.1.1 is deleted

Clause 12.1.6 is deleted

Clause 12.1.8 is deleted

Clause 12.1.5 is deleted and replaced with the following:

Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22

Without limiting or derogating from the **employer's** rights under subclause 12.2.18 the **contractor** shall erect, maintain and remove at completion an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times

Carried to Collection

R

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

Without limiting or derogating from the **employer's** rights under subclause 12.2.18 the **contractor** shall erect, maintain and remove at completion Accommodation for the Principal Agents' Construction Manager and it should include - self-contained with bathroom (plumbed in with water and sewage connection, it can be located at the main ranger accommodation site), kitchen, sleeping and office / working space.

Without limiting or derogating from the **employer's** rights under subclause 12.2.18 the **contractor** shall erect in a position approved by the **principal agent**, maintain and remove at completion a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering

Clause 12.0 is amended by the addition of the following:

Clause 12.2.22 Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

13 Clause 13.0 - Setting out

F = V = T =

Item

14 Clause 14.0 - Nominated **subcontractors**

F = V = T =

Item

Clause 14.1.5 is deleted

15 Clause 15.0 - Selected **subcontractors**

F = V = T =

Item

Carried to Collection

BILL NO 1
PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

Clause 15.1.5 is deleted

Clause 15.2 is deleted

Clause 15.3 is deleted and replaced with the following:

Clause 15.3 Where the appointment of a **subcontractor** has been terminated, another **subcontractor** shall be chosen and be appointed on instruction from the **principal agent**

16 Clause 16.0 - Direct contractors

F = V = T =

Item

Clause 16.0 is amended by the addition of the following:

Clause 16.4 In respect of attendance on **direct contractors** the **contractor** shall:

Clause 16.4.1 Designate an area for the **direct contractor** to establish a temporary office and workshop and storage of equipment and materials

Clause 16.4.2 Allow the use of personnel welfare facilities, where provided

Clause 16.4.3 Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation

Clause 16.4.4 Permit the **direct contractor** to use erected scaffolding, hoisting facilities, etc provided by the **contractor**, in common with others having the like right while it remains erected on the **site** [16.1]

17 Clause 17.0 - Contract instructions

F = V = T =

Item

Carried to Collection

BILL NO 1
PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

Clause 17.0 is amended by the addition of the following:

Clause 17.6 Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.

Completion (A18 - A24)

18 Clause 18.0 - Interim completion

F = V = T =

Item

19 Clause 19.0 - **Practical completion**

F = V = T =

Item

20 Clause 20.0 - Sectional completion

F = V = T =

Item

21 Clause 21.0 - **Defects** liability period and **final completion**

F = V = T =

Item

Clause 21.0 is amended by the addition of the following:

Clause 21.13 The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14?

Clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B13.0]

22 Clause 22.0 - **Latent defects** liability period

F = V = T =

Item

Carried to Collection

BILL NO 1
PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

23	<p>Clause 23.0 - Revision of date for practical completion</p> <p>F = V = T =</p> <p>Clause 23.2.12 is deleted and the contractor shall not be able to rely on other clauses in an adjustment of a not sufficiently accurate quantity in terms of clause 26.9.6</p> <p>Clause 23.0 is amended by the addition of the following:</p> <p>Clause 23.9 The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2]</p> <p>Clause 23.10 No revision to the date for practical completion shall be considered unless the contractor demonstrates, to the reasonable satisfaction of the principal agent and on the basis of the current programme or other programme acceptable to the principal agent for this purpose, that the delay is on the critical path to practical completion of the works or section thereof (as the case may be)</p>	Item		
24	<p>Clause 24.0 - Penalty for late or non-completion</p> <p>F = V = T =</p> <p><u>Payment (A25 - A27)</u></p>	Item		
25	<p>Clause 25.0 - Payment</p> <p>F = V = T =</p> <p>Clause 25.7.5 is deleted and replaced with the following:</p>	Item		
<u>Carried to Collection</u>				
<u>BILL NO 1</u> <u>PRELIMINARIES</u> PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST				

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Clause 25.7.5 The determination of compensatory interest at the ruling rate of **interest** on amounts certified after ninety (90) **calendar days** of the date of **practical completion**, compounded monthly until the date of payment [25.10]

Clause 25.0 is amended by the addition of the following:

Clause 25.3.2 **Materials and goods** brought onto the **site** prematurely shall not be authorised for payment

Clause 25.14.4 Terminate the **agreement** [29.14.7] where
the listed options [25.7.1-3] have failed

Clause 25.18 The inclusion of **materials and goods** stored off **site** in the amount authorised for payment shall be at the sole discretion of the **principal agent** and such inclusion shall only be considered upon the provision, by the **contractor**, of an approved **security** [25.3.2]

Clause 25.19 All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the **contractor** [25.3.4]

Clause 25.20 Where prices are submitted by the **contractor** or **subcontractor** during the progress of the **works** in respect of **contract instructions** or in regard to a claim under the terms of the **agreement** and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there is to be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the **certificate of final completion**, it shall be in writing

26 Clause 26.0 - Adjustment of the **contract value** and **final account**

F = V = T =

Item

Clause 26.4.2 is deleted and replaced with the following:

Carried to Collection

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

Clause 26.4.2 Other proven or unavoidable costs

Clause 26.0 is amended by the addition of the following:

Clause 26.5 All costs incurred by the **contractor** in the preparation of claims shall be borne by the **contractor**. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this **agreement** [30.6.7] from making a determination on costs

The **contractor** shall review, assess and adjudicate any claims received by him from any **subcontractor** and thereafter submit same to the **principal agent** with a recommendation in order to assist the **principal agent** in adjudicating the claim [26.6]

27 Clause 27.0 - Recovery of expense and/or loss

F = V = T =

Item

Suspension and termination (A28 - A29)

28 Clause 28.0 - Suspension by the **contractor**

F = V = T =

Item

Clause 28.0 is amended by the addition of the following:

Clause 28.1.6 Or where an **agent** has failed to act in terms of this **agreement** [6.4]

29 Clause 29.0 - Termination

F = V = T =

Item

Clause 29.0 is amended by the addition of the following:

Clause 29.14.8 Or where and **agent** has failed to act in terms of this **agreement** [6.4]

Clause 29.1 is amplified by the addition of the following:

The **employer** may furthermore terminate this **agreement** by giving notice of termination where:

Carried to Collection

R

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

	<p>Clause 29.1.4 The contractor becomes bankrupt or insolvent (commercially or otherwise)</p> <p>Clause 29.1.5 An application is made, or a resolution is adopted, for the winding-up of the contractor (whether provisional or final)</p> <p>Clause 29.1.6 Business rescue proceedings have commenced in respect of the contractor in accordance with the Companies Act, 71 of 2008 (as amended) (the Companies Act)</p> <p>Clause 29.1.7 The contractor proposes or effects an offer of compromise with the contractor's creditors in accordance with section 155 of the Companies Act or begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise readjusting all or a material part of the contractor's indebtedness or proposes or makes a general scheme, arrangement or composition with or for the benefit of the contractor's creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of the contractor's indebtedness</p> <p><u>Dispute resolution (A30)</u></p>			
30	<p>Clause 30.0 - Dispute resolution</p> <p>F = V = T =</p> <p><u>Agreement</u></p> <p>The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties</p>	Item		
31	<p>Agreement</p> <p>F = V = T =</p> <p><u>Contract data</u></p> <p>Before submission of his tender the contractor is to complete the tenderer's selection in the contract data</p>	Item		
	<p><u>Carried to Collection</u></p> <p>BILL NO 1 PRELIMINARIES PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST</p>		R	

32	Contract data F = V = T =	Item		
	<u>User note</u> <u>SECTION B: PRELIMINARIES</u> <u>Definitions and interpretation (B1)</u>			
33	Clause 1.1 - Definitions F = V = T =	Item		
34	Clause 1.2 - Interpretation F = V = T =	Item		
	<u>Documents (B2)</u>			
35	Clause 2.1 - Checking of documents F = V = T =	Item		
36	Clause 2.2 - Provisional bills of quantities F = V = T =	Item		
	<u>User note</u> <i>For multiple procurement check "wet trades" included in the bills of quantities and edit the following clause as may be necessary</i>			
37	Clause 2.3 - Availability of construction information F = V = T =	Item		
	Clause 2.3 is amended by the addition of the following: The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period			
	<u>Carried to Collection</u>			
	<u>BILL NO 1</u> <u>PRELIMINARIES</u> PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

R

38	Clause 2.4 - Ordering of materials and goods F = V = T = <u>Previous work and adjoining properties (B3)</u>	Item		
39	Clause 3.1 - Previous work - dimensional accuracy F = V = T =	Item		
40	Clause 3.2 - Previous work - defects F = V = T =	Item		
41	Clause 3.3 - Inspection of adjoining properties F = V = T =	Item		
	<u>The site (B4)</u>			
42	Clause 4.1 - Handover of site in stages F = V = T =	Item		
43	Clause 4.2 - Enclosure of the works F = V = T =	Item		
44	Clause 4.3 - Geotechnical investigation F = V = T =	Item		
45	Clause 4.4 - Encroachments F = V = T =	Item		
46	Clause 4.5 - Existing premises occupied F = V = T =	Item		
47	Clause 4.6 - Services - known F = V = T =	Item		
<u>Carried to Collection</u>				
<u>BILL NO 1</u> <u>PRELIMINARIES</u>				
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST				

R

Management of contract (B5)

48 Clause 5.1 - Management of the **works**

F = V = T =

Item

49 Clause 5.2 - Progress meetings

F = V = T =

Item

50 Clause 5.3 - Technical meetings

F = V = T =

Item

Samples, shop drawings and manufacturer's instructions (B6)

51 Clause 6.1 - Samples of materials

F = V = T =

Item

52 Clause 6.2 - Workmanship samples

F = V = T =

Item

53 Clause 6.3 - Shop drawings

F = V = T =

Item

54 Clause 6.4 - Compliance with manufacturer's instructions

F = V = T =

Item

Deposits and fees (B7)

55 Clause 7.1 - Deposits and fees

F = V = T =

Item

Temporary services (B8)

56 Clause 8.1 - Water

F = V = T =

Item

57 Clause 8.2 - Electricity

F = V = T =

Item

Carried to Collection

R

BILL NO 1
PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

58	<p>Clause 8.3 - Ablution and welfare facilities</p> <p>F = V = T =</p>	Item		
59	<p>Clause 8.4 - Communication facilities</p> <p>F = V = T =</p> <p><u>Prime cost amounts (B9)</u></p>	Item		
60	<p>Clause 9.1 - Responsibility for prime cost amounts</p> <p>F = V = T =</p> <p><u>Attendance on subcontractors (B10)</u></p>	Item		
61	<p>Clause 10.1 - General attendance</p> <p>F = V = T =</p> <p>Clause 12.2.13 of the JBCC N/S Subcontract Agreement is deleted and replaced by the following:</p> <p>Clause 12.2.13 Permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right. Scaffolding will remain erected on site until all work which requires the use thereof has been completed</p> <p>Clause 12.2 of the JBCC N/S Subcontract Agreement is amended by the addition of the following:</p> <p>Clause 12.2.23 Make good in all trades and cleaning down and removal of rubbish on completion</p>	Item		
62	<p>Clause 10.2 - Special attendance</p> <p>F = V = T =</p> <p><u>General (B11)</u></p>	Item		
63	<p>Clause 11.1 - Protection of the works</p> <p>F = V = T =</p>	Item		
<u>Carried to Collection</u>			R	
<u>BILL NO 1</u>				
<u>PRELIMINARIES</u>				
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST				

64	<p>Clause 11.2 - Protection/isolation of existing/sectionally occupied works</p> <p>F = V = T =</p>	Item		
65	<p>Clause 11.3 - Security of the works</p> <p>F = V = T =</p>	Item		
66	<p>Clause 11.4 - Notice before covering work</p> <p>F = V = T =</p>	Item		
67	<p>Clause 11.5 - Disturbance</p> <p>F = V = T =</p>	Item		
68	<p>Clause 11.6 - Environmental disturbance</p> <p>F = V = T =</p> <p>Clause 11.6 is amended by the addition of the following:</p> <p>The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution during the construction period due <i>inter alia</i> to noise, artificial light, wind-blown sand, dust, deposits of mud, etc</p> <p>The contractor is to ensure that all roads leading to or which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works</p>	Item		
69	<p>Clause 11.7 - Works cleaning and clearing</p> <p>F = V = T =</p>	Item		
70	<p>Clause 11.8 - Vermin</p> <p>F = V = T =</p>	Item		
71	<p>Clause 11.9 - Overhand work</p> <p>F = V = T =</p>	Item		
<p style="text-align: right;"><u>Carried to Collection</u></p> <p><u>BILL NO 1</u> <u>PRELIMINARIES</u></p> <p>PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST</p>			R	

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is to be borne by the **contractor** unless the **principal agent** has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the **employer**

76 C3.0 Overloading

F = V = T =

Item

The **contractor** shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the **works** or temporary works eg scaffolding, etc. The **contractor** shall submit details of his proposed loading, storage, plant erection, etc to the **principal agent** for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the **principal agent's** requirements in connection with the provision of temporary support work, etc. Any damage caused to the **works** by overloading shall be made good by the **contractor** at his sole expense

77 C4.0 Propping of floors below

F = V = T =

Item

The **contractor** is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the **principal agent** and the cost thereof shall be borne by the **contractor**

78 C5.0 Testing of flat roof waterproofing for watertightness

F = V = T =

Item

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

Carried to Collection

R

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

The **contractor** is to submit to the **principal agent** on an annual basis a schedule of spend, split into vendors engaged as **subcontractors** and suppliers indicating their BBEE rating, including proof of the said rating

79 C6.0 Advertising rights

F = V = T =

Item

The **employer** may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the **works**. The **contractor** shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the **principal agent** so as not to hinder the **contractor** in the meeting of his obligations under this **agreement**

80 C7.0 Confidentiality

F = V = T =

Item

The **contractor** undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all **subcontractors** and suppliers. Such information shall not be used in any way except in connection with the execution of the **works**

No information regarding this project shall be published or disclosed without the prior written consent of the **employer**

81 C8.0 Media releases

F = V = T =

Item

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the **employer**

The **contractor** together with his **subcontractors** shall not, without the prior written consent of the **employer**, cause any statement or advertisement to be printed, screened or aired by the media

82 C9.0 Contract drawings

F = V = T =

Item

Carried to Collection

R

BILL NO 1
PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a bills of quantities or lump sum document

* 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

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed

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

83 C10.0 Trade names

F = V = T =

Item

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

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

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85 C11.0 HIV/AIDS awareness

F = V = T =

Item

Carried to Collection

BILL NO 1
PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

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It is required of the contractor to thoroughly study the HIV/AIDS Specification of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C11.0 to C16.0 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 25.0 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

86 C12.0 Awareness champion

F = V = T =

Item

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

87 C13.0 Awareness workshops

F = V = T =

Item

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

88 C14.0 Posters, booklets, videos, etc.

F = V = T =

Item

Carried to Collection

BILL NO 1
PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

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 A25.0 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

- 92 C18.0 Employment and training of youth workers in the expanded public works programmes (EPWP)
Infrastructure projects: National youth services (NYS)

F = V = T =

Item

The contractor shall comply with all the requirements as set out in the “Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)” as attached to these bills of quantities / lump sum document

The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them, all as per the aforementioned specification and as elsewhere measured in these bills of quantities / lump sum document

The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers

Carried to Collection

R

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers

Separate items which will be subject to re-measurement have been included elsewhere in these bills of quantities / lump sum document to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained

- 93 C19.0 Implementation of labour intensive infrastructure projects under the expanded public works programme (EPWP)

F = V = T =

Item

The contractor shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The contractor shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"

Carried to Collection

R

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

Provision for pricing of compliance with the
aforementioned is made under this clause and it is
explicitly pointed out that all requirements in respect of
the aforementioned are deemed to be priced hereunder
and no additional claims in this regard shall be
entertained

SUMMARY OF CATEGORIES

Category : Fixed R.....
Category : Value R.....
Category : Time R.....

Carried to Collection

BILL NO 1

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 1**PRELIMINARIES****COLLECTION**

Total Brought Forward from Page No.

**Page
No****Amount**1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
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R

BILL NO 1**PRELIMINARIES**PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

COLLECTION

Brought Forward

Total Brought Forward from Page No.

Page
No

Amount

R

23

24

25

26

27

28

29

30

31

Carried to Final Summary

R

PRELIMINARIES

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent

Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site

DEMOLITIONS, ETC

Break up and remove

- 1 Complete demolition of dilapidated single storey building comprising, 230mm brick external walls, windows and doors, internal brickwork division walls, doors, concrete surface bed including floor finishes, ceilings, removal of all sanitaryware and fittings, termination and removal of water supply and reticulation, soil waste, storm water services, disconnection of all electrical supply and reticulation, removal of corrugated roof coverings, fascias and barge, timber roof structure, etc. complete. (rubble set aside for use)

m2

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Carried to Collection

BILL NO 1 **DEMOLITIONS**

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 1

DEMOLITIONS

COLLECTION

**Page
No**

Amount

Total Brought Forward from Page No.

34

35

Carried Forward to Summary of Section No.

R

BILL NO 1

DEMOLITIONS

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL NO 2</u>			
<u>EARTHWORKS</u>			
For preambles see "Model Preambles for Trades"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Material of a more difficult character</u>			
Should the contractor consider that any of the excavations are more difficult in character than excavations in "earth" he shall immediately notify the principal agent in writing. Failing such notification the excavations shall be deemed to be in "earth" and shall be measured and valued accordingly the contractor may use any method he chooses to excavate any class of material, but his chosen method of excavation shall not determine the classification of the material excavated			
<u>Disposal of excavated material</u>			
All excavations shall be deemed to include disposal of excavated material by setting aside for use as filling or depositing on site within 100m of the perimeter of the building and spreading and levelling			
<u>Carting away of excavated material</u>			
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site			
<u>Working space</u>			
Working space for formwork to sides of bases, ground beams, etc is measured with the assumption that it will be required by the principal agent in certain cases. If it is not required, it will be adjusted as such in the final account			
<u>Carried to Collection</u>			R
<u>BILL NO 2</u>			
<u>EARTHWORKS</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

Working space for formwork to sides of all concrete, except columns, has been measured only where the concrete face is less than 600mm from the face of the measured excavation

Working space for formwork to sides of columns has been measured for the width of the column face only where both:- the top of the column base is more than 1.5m below the commencing level of the excavations and - the column face is less than 600mm from the face of the measured excavations

No claim will be considered for any working space for formwork to concrete other than as above described or for working space beyond the sides of trench excavations for the building of masonry walls

Filling

Notwithstanding the reference to prescribed multiple handling in clause 1.3 page 10 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material

Filling and layer work materials

References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter

Testing

Prices for filling are to include for all necessary density and other tests

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Carried to Collection

BILL NO 2

EARTHWORKS

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

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SITE CLEARANCE ETC**Site Clearance**

2	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	3 665
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EXCAVATIONS**Excavations in earth over sloping site**

3	Open face excavations	m3	1 996
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Excavations in earth not exceeding 2m deep

4	Trenches	m3	127
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5	Holes	m3	78
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EXCAVATIONS IN STRATA OF A MORE DIFFICULT CHARACTER (PROVISIONAL)**Extra over trench and hole excavations in earth for excavations in**

6	Soft rock	m3	8
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7	Hard rock	m3	4
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CARTING AWAY**Extra over all excavations for carting away**

8	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	111
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RISK OF COLLAPSE**Risk of collapse of excavations**

9	Sides of trench and hole excavations not exceeding 1.5m deep	m2	614
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Carried to Collection

BILL NO 2
EARTHWORKS

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

SUNDRIESKeeping excavations free of water

10	Keeping excavations free of all water other than subterranean water		Item
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FILLING, ETCFilling of builders rubble obtained from the demolitions (not compacted)

11	Backfilling to trenches, holes, etc	m3	45
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Earth filling obtained from the excavations and/or prescribed stock piles on site (not compacted)

12	In landscape mounds, berms, etc	m3	1 804
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Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted in not exceeding 200mm layers to 95% modified AASHTO density

13	Under floors, steps, pavings, etc	m3	191
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14	Backfilling to trenches, holes, etc	m3	19
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Earth filling supplied by the contractor, compacted in not exceeding 200mm layers to 95% modified AASHTO density 98%

15	G5 filling 98% AASHTO under solid floors, steps, pavings, etc.	m3	247
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16	G7 filling 98% AASHTO under solid floors, steps, pavings, etc.	m3	8
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Earth filling obtained from the excavations and/or prescribed stock piles on site, including haulage exceeding 100m and not exceeding 200m from perimeter of excavations or stock piles, compacted in not exceeding 200mm layers to 95% modified AASHTO density

17	Under floors, steps, pavings, etc	m3	123
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Carried to Collection

R

BILL NO 2
EARTHWORKSPROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

LANDSCAPING**Topsoil, compost, lime and fertilizer**

18	Topsoil obtained from prescribed stock piles on site in plant beds, grassed areas and holes for trees, shrubs, etc	m3	335
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Stone filling of 19mm broken stone

19	Under floors, etc	m3	30
----	-------------------	----	----

Stone filling of 150mm broken stone

20	Backfilling to trenches, holes, etc	m3	23
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COMPACTION**Compaction of surfaces**

21	Compaction of ground surface under floors, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% modified AASHTO density	m2	940
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FILTER FABRIC**"Kaymat U14" geofabric filter blanket with 150mm laps**

22	Around stone filling in sub-soil drain trenches	m2	318
----	---	----	-----

WEED KILLERS, INSECTICIDES, ETC**Insecticides**

23	Under floors, etc, including forming and poisoning V-grooves along foundation walls, etc, filling in and ramming	m2	940
----	--	----	-----

24	To bottoms and sides of trenches, etc	m2	411
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TESTS**Prescribed density tests on filling**

25	Modified AASHTO density test	No	10
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Carried to Collection

BILL NO 2**EARTHWORKS**

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 2

EARTHWORKS

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

37

38

39

40

41

Carried Forward to Summary of Section No.

BILL NO 2

EARTHWORKS

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL NO 3</u>			
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
For preambles see "Model Preambles for Trades"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Cost of tests</u>			
<p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)</p>			
<u>Formwork</u>			
<p>Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use</p>			
<p>The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself</p>			
<p>Formwork to soffits of solid slabs shall be deemed to be for slabs not exceeding 250mm thick unless otherwise described</p>			
<p>Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1.5m and not exceeding 3.5m high unless otherwise described</p>			
<u>Carried to Collection</u>			R
<u>BILL NO 3</u>			
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS			
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"

or

Formwork to sides of bases, pile caps, ground beams, etc is measured with the assumption that it will be required in certain cases. If it is not required, it will be adjusted as such in the final account. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"

Forming of concrete by sliding / climbing formwork

The unit of measurement shall be the square metre area of walls formed by sliding / climbing formwork (openings not deducted). The quantity measured shall be the perimeter of walls, inside and outside, multiplied by the actual height of each structure formed by the sliding / climbing technique. Rates are to include for all rounded corners, angles, etc as detailed on the drawings

The tendered rate shall include full compensation for the forming of concrete by sliding / climbing formwork, complete as specified and for the remedial treatment of concrete surfaces. The rate shall also include jacking rods and spacer ladders as deemed to be necessary to complete the complete sliding / climbing construction

The tendered rate shall include full compensation for all cost involved in erecting, sliding / climbing and dismantling of the complete sliding / climbing formwork assembly

CONCRETE CAST AGAINST EXCAVATED SURFACES

15MPa/19mm concrete

26

Surface blinding under footings and bases

m3

9

Carried to Collection

BILL NO 3

CONCRETE, FORMWORK AND REINFORCEMENT

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

	<u>30MPa/19mm concrete</u>		
27	Bases	m3	13
	<u>20MPa/19mm concrete of Table Mountain granite aggregate</u>		
28	Surface beds cast in panels	m3	18
	<u>30MPa/19mm concrete</u>		
29	Surface beds	m3	137
30	Surface beds cast in panels on waterproofing	m3	17
31	Ground beams	m3	40
	<u>CONCRETE</u>		
	<u>30MPa/19mm concrete</u>		
32	Slabs, including beams and inverted beams	m3	25
33	Columns	m3	1
	<u>CONCRETE SUNDRIES</u>		
	<u>Power float surface treatment to finished face of concrete</u>		
34	Surface beds, slabs, etc	m2	684
35	Surface beds, slabs, etc to falls	m2	121
	<u>Wood float surface treatment to finished face of concrete (degree of accuracy grade I)</u>		
36	Paving to falls	m2	136
	<u>Take delivery and set</u>		
37	Holding down bolts	No	104
	<u>35MPa non-shrink grout</u>		
38	25mm Thick under base plate	m3	1

Carried to Collection

BILL NO 3

CONCRETE, FORMWORK AND REINFORCEMENT

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

TEST CUBES

39	Making and testing 150 x 150 x 150mm concrete strength test cubes <u>(Provisional)</u>	No	20
----	--	----	----

ROUGH FORMWORKRough formwork to

40	Columns	m2	7
----	---------	----	---

SMOOTH FORMWORKSmooth formwork to sides

41	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	674
----	--	---	-----

Smooth formwork to soffits

42	Slabs	m2	50
----	-------	----	----

Smooth formwork to sides and soffits

43	Beams	m2	169
----	-------	----	-----

MOVEMENT JOINTS, ETCMovement joints with "Jointex" between vertical concrete surfaces

44	10mm Joints not exceeding 300mm high or wide	m	279
----	--	---	-----

Saw cut joints

45	3 x 30mm Joints in top of concrete with the top 10mm increased to 8mm wide including 10mm backing cord	m	15
----	--	---	----

REINFORCEMENT (PROVISIONAL)Mild and High tensile steel reinforcement to structural concrete work

46	Various diameter bars	t	22.73
----	-----------------------	---	-------

Fabric reinforcement

47	Type 193 in concrete surface beds, slabs, etc	m2	279
----	---	----	-----

BILL NO 3Carried to Collection

R

CONCRETE, FORMWORK AND REINFORCEMENT

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

BILL NO 3

CONCRETE, FORMWORK AND REINFORCEMENT

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

43

44
45
46

Carried Forward to Summary of Section No.

R

BILL NO 3

CONCRETE, FORMWORK AND REINFORCEMENT

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

SAMPLES

Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site

MISCELLANEOUS

Bagging of masonry surfaces

Bagging of masonry surfaces shall be of the mortar as described rubbed onto surfaces with hessian cloth to provide a fair finish. The finished surface shall be free of penetrations or pitted openings or large protruding lumps of mortar. The finish shall be to the principal agent's approval

BRICKWORK

FOUNDATIONS

Brickwork of NFX bricks (14 MPa nominal compressive strength) in class 1 mortar

48	110mm Walls	m2	389
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49	230mm Walls	m2	617
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SUPERSTRUCTURE

Brickwork of NFX bricks (14 MPa nominal compressive strength) in class 1 mortar

50	Rectangular shaped piers	m3	1
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51	230mm Block Walls	m2	139
----	-------------------	----	-----

BRICKWORK SUNDRIES

Sundries

Fair face to brickwork in horizontal stretcher bond pointed with flush horizontal and vertical joints

52	Extra over for fair face	m2	8
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Carried to Collection

BILL NO 4 MASONRY

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 4

MASONRY

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

48

49

50

Carried Forward to Summary of Section No.

BILL NO 4

MASONRY

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

WATERPROOFING TO BASEMENTS, ETC

One layer "Bituthene 3000" waterproofing system with 50mm side and end laps applied to and including primed surfaces to

61	Flat floors	m2	124
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WATERPROOFING TO ROOFS, ETC

"Xypex" or other approved waterproofing system all installed in accordance with manufacture's instructions and by approved installer

62	To roof slabs	m2	37
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63	To parapet walls	m2	23
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PROTECTIVE STONE DRESSING

20 - 25mm Clean crushed stone dressing free of pyrite or other contaminants, evenly spread with larger stones around outlets

64	50mm Thick to roofs	m2	37
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PROTECTIVE ROOFING PAINT

Two coats approved bituminous aluminium paint

65	On roofs	m2	37
----	----------	----	----

SEALING STRIPS, JOINT SEALANTS, ETC

"Dow compound 813C" silicone sealant

66	5 x 5mm Fillet joints	m	18
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67	10 x 10mm Fillet joints	m	220
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68	8 x 13mm Fillet joints	m	15
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Carried to Collection

BILL NO 5**WATERPROOFING**

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 5**WATERPROOFING****COLLECTION**

Total Brought Forward from Page No.

**Page
No****Amount**

52

53

Carried Forward to Summary of Section No.

R

BILL NO 5**WATERPROOFING**PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

PROFILED METAL SHEETING AND ACCESSORIES

Global Roofing Solutions 700mm cover Klip-Lok 700 profile roll-formed in continuous lengths from 0.53mm thick AZ200 spelter G550 Clean Colorbond Matt Hidden MATT finish top coat Matt Hidden MATT finish top coat and Shadow Grey backing coat roof sheeting, and 0.80mm accessories, fixed to timber intermediate purlins using KL700 plus clips fixed with 10No.11 x 45mm long self drilling wafer head PH2 screws, type 17 drill point fasteners, all in accordance with the manufacturer's specifications by a GRS approved contractor.

69	Roof covering with pitch not exceeding 25 degrees	m2	853
70	Narrow and broad flute closers 150mm girth	m	20
71	Counter flashings 185mm girth, including sealing top edges with mastic in and including groove in masonry or concrete	m	38
72	Head wall flashings 308mm girth	m	38
73	Polyclosers 185mm girth, including sealing top edges with mastic in and including groove in masonry or concrete	m	169

Global Roofing Solutions 700mm cover Klip-Lok 700 profile roll-formed in continuous lengths from 0.53mm thick AZ200 spelter G550 Clean Colorbond Matt Hidden MATT finish top coat Matt Hidden MATT finish top coat and Shadow Grey backing coat roof sheeting, and 0.80mm accessories, fixed to steel intermediate purlins, all in accordance with the manufacturer's specifications by a GRS approved contractor.

74	Roof covering with pitch not exceeding 25 degrees	m2	103
75	Ridge capping 462mm girth	m	10
76	Gable trims 462mm girth	m	30

AMPA Modek M-Lok700 polycarbonate roof sheeting, 50% translucent (to match GRS Kliplok 700) fixed to gms purlins all in accordance with the manufacturers specifications by a GRS approved contractor

77	Side claddings	m2	41
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Carried to Collection

BILL NO 6**ROOF COVERINGS, CLADDINGS, ETC**

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

ROOF AND WALL INSULATION

"Isoboard" high density rigid extruded polystyrene closed cell insulation boards with brown paper and polyethylene laminate slip sheet factory applied to upper surface, with tongue and groove joints

- 78 100mm Insulation boards in 0.60m widths with T-section aluminium bearers at longitudinal joints placed vertically over girts (at approximately 1.80m centres) and fixed concurrent with vertical cladding, including holes through boards, etc

m2

731

Carried to Collection

BILL NO 6

ROOF COVERINGS, CLADDINGS, ETC

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 6

ROOF COVERINGS, CLADDINGS, ETC

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

55

56

57

Carried Forward to Summary of Section No.

BILL NO 6

ROOF COVERINGS, CLADDINGS, ETC

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

Item No	Quantity	Rate	Amount
<p><u>BILL NO 7</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p>For preambles see "Model Preambles for Trades"</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Plate nailed timber roof truss construction</u></p> <p>The following is applicable in respect of roof trusses:</p> <p>Trusses are at maximum 1.20m centres. Roof covering is 0.8mm IBR profile sheeting on 50 x 75mm purlins. Ceilings are suspended plasterboard. The references given in the descriptions are to the respective types of trusses detailed on the principal agent's drawing number LA-105 accompanying this document. The dimensions in the descriptions of the trusses are nominal and actual measurements shall be obtained from the principal agent and/or the site before design or fabrication commences</p> <p><u>Straight cutting</u></p> <p>Descriptions of all boarding, etc shall be deemed to include for all straight cutting</p> <p><u>Joinery</u></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to masonry or concrete</p>			
<p style="text-align: right;"><u>Carried to Collection</u></p>			
<p><u>BILL NO 7</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p>PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST</p>			R

Decorative laminate finish

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

ROOFS, ETC

Plate nailed timber roof truss construction

The following is applicable in respect of roof trusses

Prefabricated timber roof trusses manufactured by specialist firms on a monoplane principle using galvanized steel plate nails with only be accepted for incorporation in the works and payment made therefore subject to the following conditions being fulfilled:

Design

Timber roof trusses including valley, hip trusses, all purlins or battens, etc., along with necessary stabilising braces must be designed for the successful tenderer by a suitable qualified and experienced Registered Professional Engineer. A roof truss is required adjacent to the inside face of each gable.

Design Loads

In addition to the dead load of the trusses, purlins or battens, braces, roof covering, ceilings, brandering, gangboarding, etc. and where applicable plumbing, etc., installation equipment, the roof shall be designed for imposed loads.

Carried to Collection

BILL NO 7

CARPENTRY AND JOINERY

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

Drawings and calculations

Before any trusses are fabricated, one full set of structural calculations and detail drawings of the roof trusses and layouts must be submitted to the Principal Agent for consideration PRIOR to fabrication. The calculations must clearly state the design parameters used and the type of truss configuration offered together with details of connector type and size and type and grade of timber used for each member. All calculations and drawings submitted for consideration must be signed by the responsible Registered Professional Engineer whose name must also be printed in block capitals along with an address and telephone number at which he can be contacted should the need arise.

Upon completion of the contract the Registered Professional Engineer must issue to the Principal Agent a certificate to effect that the roof has been erected in accordance with his approved design, under his supervision and that the entire roof is structurally stable.

Trusses with a pitch of 20° and 40° are at maximum 760mm centres. Roof covering is roof sheeting. Ceilings are suspended ceilings

Where trusses, etc are given with type references, these references are to be diagramatic roof layout and line drawings of the trusses attached a the back of these Bills of Quantities

Prices are to include for the design, supply and erection of the trusses complete including bolts, connectors, connections, fixing etc.

The dimension of the trusses given in the following descriptions are nominal and the actual measurements for the design and manufacturers of the trusses must be taken from the working drawings and measures from site

The following in roof trusses

- 79 Mono pitch roof construction of approximate size 5 L x 8m on slope x 1.00m high with overhang at all eaves including 38 x 114mm wall plates, trusses, hip and valley sets, jack rafters, permanent bracing, etc erected on roof of single storey building

No

1

Carried to Collection

BILL NO 7

CARPENTRY AND JOINERY

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

80	Mono pitch roof construction of approximate size 10 L x 9m on slope x 1.00m high with overhang at all eaves including 38 x 114mm wall plates, trusses, hip and valley sets, jack rafters, permanent bracing, etc erected on roof of single storey building	No	1		
81	Mono pitch roof construction of approximate size 15 L x 5m on slope x 0.50m high with overhang at all eaves including 38 x 114mm wall plates, trusses, hip and valley sets, jack rafters, permanent bracing, etc erected on roof of single storey building	No	1		
82	Mono pitch roof construction of approximate size 17 L x 6m on slope x 0.70m high with overhang at all eaves including 38 x 114mm wall plates, trusses, hip and valley sets, jack rafters, permanent bracing, etc erected on roof of single storey building	No	1		
83	Mono pitch roof construction of approximate size 19 L x 5m on slope x 0.50m high with overhang at all eaves including 38 x 114mm wall plates, trusses, hip and valley sets, jack rafters, permanent bracing, etc erected on roof of single storey building	No	1		
84	Mono pitch roof construction of approximate size 19 L x 7m on slope x 1.45m high with overhang at all eaves including 38 x 114mm wall plates, trusses, hip and valley sets, jack rafters, permanent bracing, etc erected on roof of single storey building	No	1		
85	Mono pitch roof construction of approximate size 19 L x 11m on slope x 1.45m high with overhang at all eaves including 38 x 114mm wall plates, trusses, hip and valley sets, jack rafters, permanent bracing, etc erected on roof of single storey building	No	1		
<u>STRUCTURAL TIMBERWORK ETC</u>					
<u>Balu timber (architectural finish) grade 8</u>					
86	60 x 215mm Beams in single lengths exceeding 13m and not exceeding 18m, bolted	m	25		
87	76 x 76mm Runners in single lengths	m	1 029		
88	40 x 215mm Beams in single lengths exceeding 13m and not exceeding 18m, bolted	m	18		
<u>Carried to Collection</u>					
<u>BILL NO 7</u>					
<u>CARPENTRY AND JOINERY</u>					
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST					

R

89	90 x 90mm Beams in single lengths not exceeding 13m bolted	m	55
	<u>Treated Gumpoles</u>		
90	100mm Diameter gum poles bolted	m	156
	<u>EAVES, VERGES, ETC</u>		
	<u>"Nutec" medium density plain sheets</u>		
91	12 x 300mm Fascias and barge boards, including H-profile plastic jointing strips	m	20
92	12 x 225mm Fascias and barge boards, including H-profile plastic jointing strips	m	169
93	10 x 219mm Fascias and barge boards	m	169
	<u>DOORS, ETC</u>		
	<u>Semi-solid flush doors with commercial veneer on both sides hung to slide</u>		
94	40mm Door 0.81 x 2.03m high	No	30
95	40mm Double door in two equal leaves 1500 x 2032mm high	No	1
	<u>"Bitcon Industries" fire doors with commercial veneer</u>		
96	"Rubidor" class B fire door 1.10 x 2.03m high, including pressed steel frame for 230mm wall and preparing frame for door closer and lock (D1)	No	8
97	"Rubidor" class B double fire door 1.61 x 2.03m high, including pressed steel frame for 230mm wall and preparing frame for door closers (D2)	No	2
	<u>FRAMED FRAMES, ETC</u>		
	<u>Wrought meranti</u>		
98	69 x 69mm Rebated frame for 0.81 x 2.03m high door	No	30
99	69 x 69mm Rebated frame for 1500 x 2032mm high door	No	1

BILL NO 7
CARPENTRY AND JOINERY

Carried to Collection

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 7

CARPENTRY AND JOINERY

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

59

60

61

62

63

Carried Forward to Summary of Section No.

R

BILL NO 7

CARPENTRY AND JOINERY

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

NAILED-UP CEILINGS

JUMBO MR ceiling system with 12mm thick tapered edge plasterboard fixed at right angles to 35mm JUMBO galvanised steel system, main tees at 1200mm and cross tees at 500mm centres, using 25mm drywall screws at 150mm centres. Apply 50mm JUMBO tape to all joints and finish the entire ceiling with 3-5mm JUMBO Skimming Plaster and prepared for decoration, all in accordance with the manufacturer's instructions.

101	Horizontal ceilings, including 38 x 38mm sawn softwood branderling at 400mm centres	m2	412
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1195 x 595 x 4mm "Nutec" plain ceiling panels on and including "Nutec" pre-painted exposed tee suspension system, including main and cross tees, necessary hangers, holding down clips, etc

102	Horizontal ceilings, including 38 x 38mm sawn softwood branderling at 400mm centres	m2	102
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"Pelican"

103	PS35 pre-painted aluminium white "Shadowline Wall Trim" at 450mm centres , all in accordance with the manufacturer's instructions.	m	658
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Carried to Collection

BILL NO 8

CEILINGS, PARTITIONS AND ACCESS FLOORING

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 8**CEILINGS, PARTITIONS AND ACCESS FLOORING****COLLECTION**

Total Brought Forward from Page No.

**Page
No**

65

66

Amount**Carried Forward to Summary of Section No.**

R

BILL NO 8**CEILINGS, PARTITIONS AND ACCESS FLOORING**PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

106	Union QH35X85MM-SS Mortice Hook Lock - 35mm Backset	No	3
107	Union L-2115-78SS/R E/Profile Cylinder Dead Lock with Adjustable Roller Latch	No	14
	<u>LOCKS SUITABLE FOR MASTER KEY OPERATION</u>		
	<u>"Union Assa Abloy"</u>		
108	Union 2X19SCMKD Knob Cylinder Profile MKD SC	No	27
109	Union 2X20SCMKD Single Cylinder Profile MKD SC	No	15
	<u>HANDLES</u>		
	<u>"Union Assa Abloy"</u>		
110	Pair of Union 6272-06SS SS Bontebok Lever Handle on Rose	No	25
111	Pair of Union SS5305-05SS SS Escutcheon On Rose Profile	No	25
112	Union SS5D152X304-06 22mm dia Tubular SS Dove Pull Handle on 152x304mm Back Plate - Blank	No	18
113	Union SS5D152X304L-05 Tubular SS Dove Pull Handle on 152x304mm Back Plate	No	2
114	Union SS5D152X304R-05 Tubular SS Dove Pull Handle on 152x304mm Back Plate	No	2
	<u>DOOR CLOSERS</u>		
	<u>"Assa Abloy"</u>		
115	DC300SC R&P Closer EN1-4 SC SIL	No	23
116	DC477DAHO CAM ACTION FS EN2-4 DA	No	4
117	DC420DAHO CAM ACTION FS EN2-4 DAHO	No	2
118	DCA120-40 Straight mounting plate for door closers	No	14

BILL NO 9 IRONMONGERY

Carried to Collection

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

PUSH AND KICKING PLATES"Assa Abloy"

119	Union SS5023L-05-304W 152x304mm Stainless Steel Push Plate LH - Euro Cylinder	No	14
120	SS5023-06-304W 52x304mm Stainless Steel Push Plate - Blank	No	2
121	SS5023L-05-304W 152x304mm Stainless Steel Push Plate LH - Euro Cylinder	No	1
122	SS5023R-05-304W 152x304mm Stainless Steel Push Plate RH - Euro Cylinder	No	1

BATHROOM FITTINGS"Franke"

123	2120041 STRX618 Surface mounted soap dispenser	No	13
124	2120044 STRX672 Surface mounted double toilet roll holder with spindle	No	7
125	2120038 STRX600 Surface mounted paper towel dispenser	No	13
126	2120050 STRX611 Surface mounted sanitary towel disposal bin	No	4
127	2120048 STRX 605 Surface mounted waste bin	No	13

SUNDRIES"Union Assa Abloy"

128	Union 87001SS Floor Door Stop Satin SS	No	25
129	Union RH7024 Patent Fixing Screw	No	84

BILL NO 9 IRONMONGERYCarried to CollectionPROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 9

IRONMONGERY

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

68

69

70

Carried Forward to Summary of Section No.

BILL NO 9

IRONMONGERY

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL NO 10</u>			
<u>STRUCTURAL STEELWORK</u>			
For preambles see "Model Preambles for Trades"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>SANS 1200HA</u>			
Clause 5.3.6 (Repairs to paint and site painting) shall be applicable			
<u>Descriptions</u>			
Black bolts shall be deemed to include class 4.8 bolts, galvanised or otherwise finished			
Descriptions of structural steelwork shall be deemed to include for welding, holes, nuts, washers, rivets, bolting and riveting			
Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in top of concrete			
Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in masonry or concrete			
Steelwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
Steelwork described as "galvanised" shall be galvanised by means of the hot-dip process after fabrication. Where welding on site is unavoidable, such welded joints shall be cleaned down and cold galvanised to approval			
<u>Carried to Collection</u>			R
<u>BILL NO 10</u>			
<u>STRUCTURAL STEELWORK</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

Steelwork described under headings with " INCLUDING PAINTING" shall be deemed to include for preparation by mechanical wirebrush and painting with one coat 45 micron zinc phosphate primer and two coats 30 micron super gloss enamel applied in factory and touched up on site and prices are to include for this

Bolting of steelwork

Where steelwork is described as "bolted" to wood, masonry, concrete, etc the bolts are measured elsewhere

GALVANISED STEEL COLUMNS AND BEAMS

Welded portal rafters in single lengths with matching portions of H-section haunches and flat cleat, stiffener and connection plates, bolted to steel

130	254 x 143mm x 31.3kg/m H-section	t	1.87
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GALVANISED STEEL PURLINS, GIRTS, BRACING, ETC

Purlins and girts, bolted to steel

131	150 x 150 x 5mm x 3.77kg/m Angle	t	0.23
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132	70 x 70 x 6mm x 6.38kg/m Angle	t	0.02
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133	89 x 3.5mm x 7.38kg/m Circular hollow section	t	0.38
-----	---	---	------

134	16mm Thick base plate	t	0.05
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135	150 x 65 x 20 x 2.5mm x 5.95kg/m Cold-formed lipped channel purlins	t	0.63
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GALVANISED BOLTS, FASTENERS, ETC

136	Connections and bolts	t	0.78
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137	"Hilti" HLC M20 x 200mm long expansion anchor and bolt	No	24
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138	"Hilti" HLC M12 x 200mm long expansion anchor and bolt	No	80
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BILL NO 10
STRUCTURAL STEELWORK

Carried to Collection

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 10

STRUCTURAL STEELWORK

COLLECTION

Total Brought Forward from Page No.

**Page
No**

72

73

Amount

Carried Forward to Summary of Section No.

BILL NO 10

STRUCTURAL STEELWORK

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

GALVANISED WASHING LINES**African Gate and Fence**

143	3 Strand T-pole washline post 2400 x 500mm wide x 1.6mm thick set in concrete base (base elsewhere measured)	No	6
144	2.5mm Thick wire	m	24

GALVANISED STEEL MINOR WORK**Bolts**

145	High tensile bolts (class 8.8)	kg	10
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Roof brackets, etc

146	10mm Thick base plate	kg	30
147	8mm Thick plate	kg	40

GALVANISED PRESSED STEEL DOOR FRAMES**1.2mm Double rebated frames suitable for 230mm walls**

148	Frame for door 0.81 x 2.03m high (D1)	No	8
149	Frame for double door 1.61 x 2.03m high (D2)	No	2

STEEL STRONGROOM DOORS, VENTILATORS, ETC

"Gunnebo SA" strongroom doors, etc suitable for 230mm walls, fixed to masonry or concrete. The rates for strongroom doors and frames shall include for fixing in position complete.

150	Single ended strongroom ventilator	No	2
151	"Phoenix 800" record room door and frame for 0.85 x 1.93m high opening (mass 160kg) (D1)	No	1

Xpanda burglar resistant safe

152	Electro galvanized & epoxy coated wall mounted safe size 275 x 200 x 150mm, including fixing bolts and 71 lock	No	4
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BILL NO 11**METALWORK****Carried to Collection**

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

	<u>ALUMINIUM WINDOWS, DOORS, SHOPFRONTS, ETC</u>				
	<u>Powder coated (charcoal colour) aluminium windows with 6,38 clear laminated toughened safety glass including mosquito mesh by specialist</u>				
	Drawing numbers and window numbers to be re done by architect.				
153	Window 600 x 600m high (W01 Refer to Ranger HQ - Window & Door Schedule)	No	1		
154	Window 900 x 1200m high (W03 Refer to Satellite Window & Door Schedule)	No	2		
155	Window 900 x 1800m high (W03 Refer to Ranger HQ - Window & Door Schedule and W04 Refer to Satellite Window & Door Schedule)	No	16		
156	Window 1200 x 600m high (W02 Refer to Satellite Window & Door Schedule)	No	1		
157	Window 1800 x 900m high (W02 Refer to Ranger HQ - Window & Door Schedule)	No	1		
158	Window 1800 x 1200m high (W05 Refer to Satellite Window & Door Schedule)	No	1		
159	Window 1800 x 1800m high (W04 Refer to Ranger HQ - Window & Door Schedule)	No	2		
	<u>Powder coated (charcoal colour) aluminium windows with 6,38 frosted toughened safety glass including mosquito mesh by specialist</u>				
160	Window 600 x 600m high (W01 Refer to Ranger HQ - Window & Door Schedule)	No	12		
	<u>Powdercoated with "Akzonobel Interpon Qualicoat" class 2 QL216P, 25 year lifespan powdercoat, applied in strict accordance to manufacturers instruction and specifications, applied by an accredited applicator. Colour - Matt Anthracite Grey with 6,38 clear laminated toughened safety glass</u>				
161	Window 900 x 600m high (W01 Refer to Entrance Gate - Window & Door Schedule)	No	1		
	<u>Carried to Collection</u>			R	
	<u>BILL NO 11</u>				
	<u>METALWORK</u>				
	PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST				

162	Window 900 x 1200m high (W02 Refer to Entrance Gate - Window & Door Schedule)	No	2
163	Window "U" shaped on plan 1010 + 2720 + 1010mm (4740mm) long overall x 1000m high (W03 Refer to Entrance Gate - Window & Door Schedule)	No	1
	<u>Powdercoated with "Akzonobel Interpon Qualicoat" class 2 QL216P, 25 year lifespan powdercoat, applied in strict accordance to manufacturers instruction and specifications, applied by an accredited applicator. Colour - Matt Anthracite Grey with 6,38 clear frosted toughened safety glass</u>		
164	Window 900 x 600m high (W01 Refer to Entrance Gate - Window & Door Schedule)	No	2
	<u>Natural anodised aluminium doors glazed with 6.38mm "Intruderprufe NS" safety glass, including frames</u>		
	<u>Powder coated aluminium doors glazed with 6.38mm "Intruderprufe NS" clear safety glass, including frames</u>		
	Refer To drawing number BGR-RHQ/P/P/200/Rev 1		
165	Double door 1500 x 2100mm including 1 x ASSA ABLOY DC300SC R&P CLOSER EN1-4 SC SIL 1 x ASSA ABLOY DCA120-40 Straight Mounting Plate 1 x UNION 8852SC Dust Proof Strike 2 x UNION AL8208-180AS/MD Flush Bolt For Metal Doors 1 x UNION 2X19SCMKD Knob Cylinder Profile MKD SC 2 x Pairs of UNION 5210BBSS 350mm Pull Handle BTB 1 x UNION QR35X85MM-SS Roller Latch & Deadbolt Lock - Stainless Steel (D04 Refer to Ranger HQ - Window & Door Schedule)	No	1
166	Folding stacking door 4000 x 2100mm including approved sliding gear, knob cylinder master keyed and pull handles (D03 Refer to Ranger HQ - Window & Door Schedule)	No	1

Carried to Collection

BILL NO 11

METALWORK

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 11

METALWORK

COLLECTION

**Page
No**

Amount

Total Brought Forward from Page No.

75

76

77

78

Carried Forward to Summary of Section No.

R

BILL NO 11

METALWORK

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL NO 12</u>			
<u>PLASTERING</u>			
For preambles see "Model Preambles for Trades"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>GRANOLITHIC</u>			
<u>Method</u>			
The method to be used shall be either the monolithic or bonded method			
<u>Preparation</u>			
For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic shall then be applied immediately afterwards. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the finish			
<u>Mix</u>			
Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic			
<u>Carried to Collection</u>			
<u>BILL NO 12</u>			
<u>PLASTERING</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			
			R

Panels

Granolithic shall be laid in panels not exceeding 14m² for granolithic finishes, not exceeding 9.5m² for bonded finishes and not exceeding 6m² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1.5 times its width. Joints between panels shall be positioned, where possible, over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with small V-joints

Laying

Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels

Bonded granolithic shall be applied to the slab after applying a 1:1 sand and cement slurry brushed over the surface and allowed to partially set before applying the granolithic, thoroughly compacted and lightly wood floated to the required levels

After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened, any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated

Curing, seasoning and protection

Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying

Colour

Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour

PLASTER

Finish

Internal plaster shall be finished with a steel trowel and external plaster with a wooden float

Carried to Collection

BILL NO 12

PLASTERING

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

SPECIALIST PLASTER TYPE COATINGS

All specialist plaster type wall and floor coatings are to be executed in strict accordance with the manufacturer's instructions by an approved applicator

SCREEDS**Screeds steel trowelled on concrete**

167	Average 50mm thick on floors to falls on waterproofing membrane	m2	45
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Screeds wood floated on concrete

168	50 x 50mm Triangular fillets against upstands	m	23
-----	---	---	----

INTERNAL PLASTER**Cement plaster class II on masonry**

169	Walls	m2	1 205
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170	Narrow widths	m2	46
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Cement plaster class II on concrete

171	To soffits of slabs	m2	38
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EXTERNAL PLASTER**Cement plaster class II on masonry**

172	Walls	m2	610
-----	-------	----	-----

173	Narrow widths	m2	24
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SPECIALIST PLASTER TYPE FLOOR COATINGS

Solidflow SL 2000 solvent-free, self-levelling epoxy system applied at a nominal thickness of 2 mm including Solidkote UP Primer all in accordance with manufacture's instructions

174	On floors	m2	489
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175	On floors in narrow widths	m2	6
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BILL NO 12
PLASTERING

Carried to Collection

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 12

PLASTERING

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

80

81

82

Carried Forward to Summary of Section No.

R

BILL NO 12

PLASTERING

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	<u>BILL NO 13</u>			
	<u>TILING</u>			
	For preambles see "Model Preambles for Trades"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Fixing</u>			
	Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat			
	Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts as recommended by the manufacturer of the tiles			
	<u>Descriptions</u>			
	Descriptions of tiling shall be deemed to include for symmetrical arrangement of tiling with cutting along both sides of panels and for all straight cutting			
	Descriptions of tiling shall be deemed to include for cutting and fitting around all sanitary ware and pipes, etc not exceeding 150mm diameter			
	Descriptions of tiling shall be deemed to include for soft grouted joints at positions of joints in the substructure or at centres in both directions as recommended by the tile manufacturers or which represents good practice			
	<u>WALL TILING</u>			
	<u>RN-SAMMW 200 x 200mm Ceramic wall tiles fixed with tal professional adhesive and tal wall and floor grout, with 3mm spacers</u>			
176	On walls	m2	3	
177	On narrow widths	m2	2	
	<u>Carried to Collection</u>			
	<u>BILL NO 13</u>			
	<u>TILING</u>			
	PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

	<u>RN-SAMMW 300x600mm ceramic wall tiles fixed with tal professional adhesive and tal wall and floor grout, with 3mm spacers</u>	m2	374		
178	On walls				
	<u>FLOOR TILING</u>				
	<u>RN-STARGR 300x300x7mm full bodied porcelain fixed with goldstar6 adhesive and tal wall and floor grout, with 3mm spacers. Colour to be approved by architect. Movement joints should be located around the perimeter of all floors should be 5 mm wide, and should located in both directions at a maximum 3 metre centres for each application (screeds elsewhere)</u>				
179	On floors	m2	56		
180	On floors in narrow widths	m2	1		
181	100mm High skirting	m	447		
	<u>300 x 300 Mosaic non-slip sheets laid in strict accordance to manufacturers details. Tiles to be grouted with epoxy grout</u>				
182	On floors	m2	8		
	<u>EDGE TRIMS, NOSINGS, ETC</u>				
	<u>"ATICP"</u>				
183	ATICP100 aluminium tile-in corner protector	m	639		

BILL NO 13
TILING

Carried to Collection

R

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

BILL NO 13

TILING

COLLECTION

Total Brought Forward from Page No.

**Page
No**

84

85

Amount

Carried Forward to Summary of Section No.

R

BILL NO 13

TILING

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL NO 14</u>			
<u>PLUMBING AND DRAINAGE</u>			
For preambles see "Model Preambles for Trades"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Wire gratings</u>			
Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings			
<u>Rock excavations</u>			
No claim for rock excavation will be entertained unless the contractor has timeously notified the principal agent thereof prior to backfilling			
"Soft rock" and "hard rock" shall be as defined in "Earthworks"			
<u>Laying, backfilling, bedding, etc of pipes</u>			
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:			
SANS 1200 L : Medium-pressure pipelines, SANS 1200 LD : Sewers and SANS 1200 LE : Stormwater drainage			
Pipe trenches, etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 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 SANS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding			
<u>Carried to Collection</u>			R
<u>BILL NO 14</u>			
<u>PLUMBING AND DRAINAGE</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

Concrete pipes

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

uPVC pipes and fittings

Drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

Sanitary plumbing pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings

"Geberit" HDPE (high density polyethylene) drainage and sanitary plumbing pipes and fittings

Pipes and fittings shall be installed in accordance with Geberit's installation recommendations and jointed with ring seal socket joints

Gratings, covers, etc

Gratings, covers, etc shall be as manufactured by "Saint-Gobain", unless otherwise described

French drains

Descriptions of french drains shall be deemed to include for battered sides and sloping bottoms with inlet chamber size 300 x 300mm internally under inlet pipe, from bottom of drain to top of pipe, formed of loosely packed, rough, hard stone walls and covered with precast concrete slab size 600 x 600 x 100mm thick and the rest of the drain filled in to the same height with similar stone graded from 300mm diameter at bottom to 50mm diameter at top, covered with galvanised corrugated iron sheets treated on both sides with bituminous paint and 300mm earthfilling over

Septic tanks

Descriptions of septic tanks shall be deemed to include concrete base slabs, jointing to drains, etc

Carried to Collection

BILL NO 14

PLUMBING AND DRAINAGE

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

uPVC pressure pipes and fittings

Pipes for water supply shall be of the class described

Pipes of 42mm 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

HDPE (high density polyethylene) pipes and fittings

Pipes shall be type 4 and of the class specified with "Plasson" or "Alprene" compression fittings

"Polycop" polypropylene pipes

Polypropylene pipes of 54mm diameter and smaller shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes, as described

Pipes shall be firmly fixed to walls, etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed

All pipe diameters are nominal external

Copper pipes

Pipes shall be hard drawn and half-hard pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016

Carried to Collection

BILL NO 14

PLUMBING AND DRAINAGE

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

"Geberit Mepla" multilayer pipes

"Mepla" pipes of 16mm to 75mm diameters are made of inner layer of cross linked polyethylene (PE-Xb), covered with a butt welded aluminium supporting pipe and outer layer of a protective UV stabilised polyethylene (PE-HD) coating. The pipes are jointed lengthways or to fittings by non-positive connection through direct pressing of pipes onto fittings without sleeves and hygienically sealed

"Mepla" fittings are either polyvinylidene fluoride fittings (PVDF) or gunmetal fittings for threaded connections

Pipes shall be firmly fixed to walls, etc with "Geberit" clamps and clips with provision for accommodating thermal movement and jointed and fixed

All pipe diameters are nominal external

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for :

- casting in, building in, chasing in and fixing to walls, etc, including chasing; or
- placing in ground or filling under solid floors, including necessary excavation, backfilling and ramming; or
- suspending not exceeding 1m below suspension level

Disinfection of potable water pipelines

Descriptions of all potable water pipelines shall be deemed to include for disinfection in accordance with 5.10 of SANS 1200 L

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 will be entertained. In the case of pipes with diameters exceeding 60mm, all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Carried to Collection

BILL NO 14

PLUMBING AND DRAINAGE

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

Paper wrapping to pipes

Pipes chased into masonry must be wrapped with two layers of stout brown paper tied with wire. Prices for wrapping of pipes shall include for all work to couplings and fittings

"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied in the appropriate widths and with relevant overlaps for specific diameters of pipes. Prices for wrapping of pipes shall include for all work to couplings and fittings

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

Stainless steel for economy basins, domestic sinks, worktops and wash troughs shall be type 430 (17/0)

Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be type 304 (18/8)

Stainless steel for laboratory sinks, photographic equipment, etc shall be type 316 (18/8)

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

Flush pans

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

Steel sectional water tanks

Tanks shall comply with CKS 114

Geyser installations

Geyser installations shall comply with SANS 10254

General

Descriptions of ductile iron roof outlets shall be deemed to include joints to pipes and casting into concrete

Carried to Collection

BILL NO 14

PLUMBING AND DRAINAGE

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

Descriptions of pipes laid in and including trenches, sumps, catchpits, junction boxes, inspection chambers, french drains, septic tanks and the like shall be deemed to include for excavations, bedding of pipes, risk of collapse, keeping free of water, a dewatering system for removal of seepage water and water from other subterranean sources in the excavations designed and executed by the contractor, backfilling, compaction to a minimum of 93% modified AASHTO density and disposal of surplus material

Descriptions of sumps, catchpits, junction boxes, inspection chambers and the like shall be deemed to include reinforcement, step irons and channels where applicable

Descriptions for jointing of new to existing pipes shall be deemed to include searching for the existing pipe, exposing if necessary, cutting into, jointing and necessary fittings

Descriptions of washdown pans, slop hoppers, grease traps, septic tanks, etc shall be deemed to include for joints to soil pipes (pan connectors measured separately)

Descriptions of all sanitary fittings shall be deemed to include for silicone sealant pointing between the fittings and finished wall surfaces

Descriptions of copper service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to pipes

Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends

Carried to Collection

BILL NO 14

PLUMBING AND DRAINAGE

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

Re-measurement

The contractor's attention is specifically drawn to the fact that the work in this bill has not been measured provisionally but measured from the drawings and will under no circumstances be re-measured

If during the execution of the contract the contractor finds that there are quantities which deviate from those in this bill of quantities, he must inform the principal agent and request that a contract instruction to this effect be issued to cover the cost thereof

Claims submitted late will not be accepted for inclusion in the final account

RAINWATER DISPOSAL"Marley Vynadeep" uPVC

184	100mm Diameter uPVC	m	6
185	Extra over for bend	No	16
<u>"Watertite" aluminium</u>			
186	125 x 85mm Domestic ogee eaves gutters	m	103
187	Extra over for stopped end	No	14
188	150 x 150mm Industrial ogee eaves gutters	m	20
189	Extra over for stopped end	No	6
190	75 x 50mm Rainwater pipes	m	71
191	Extra over for bend	No	57
192	Extra over for shoe	No	19
193	101mm Diameter rainwater pipes	m	17
194	Extra over for bend	No	12
195	Extra over for shoe	No	6

BILL NO 14
PLUMBING AND DRAINAGE
Carried to Collection

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

	<u>"Geberit Pluvial" outlets</u>		
196	100mm 180 Degree vertical dome roof outlet	No	2
	<u>SUBSOIL DRAINAGE</u>		
	<u>"Flo-Pipe" slotted HDPE pipes</u>		
197	110mm Pipes vertically or ramped to rodding eyes, etc (no excavations)	m	60
198	50mm Pipes vertically or ramped to rodding eyes, etc (no excavations)	m	80
199	160mm Pipes laid at the back of retaining walls (no excavations), including 19mm crushed stone encasing size 400 x 400mm and "Kaymat U14" geofabric filter blanket wrapped around encasing with 150mm side and 300mm end laps, including stitching	m	122
200	110mm Pipes laid at the back of retaining walls (no excavations), including 19mm crushed stone encasing size 300 x 300mm wrapped in grade A2 Bidim with 150mm side and 300mm end laps, including stitching	m	17
	<u>Extra over "Flo-Pipe" slotted HDPE pipes for uPVC fittings</u>		
201	110 x 50mm 45 Degree junction	No	80
	<u>STORMWATER DRAINAGE</u>		
	<u>Class 34 pvc</u>		
202	160mm diameter pips laid in trenches	m	145
	<u>Sumps, catchpits, inspection chambers, etc (gratings and covers elsewhere)</u>		
203	Catchpit 450 x 450mm and not exceeding 0.75m deep internally	No	2
204	Catchpit 450 x 450mm and exceeding 0.75m and not exceeding 1.00m deep internally	No	2
	<u>Cast iron gratings and covers</u>		
205	450 x 450mm x 27.4kg Dished grating and frame	No	4

BILL NO 14
PLUMBING AND DRAINAGE

Carried to Collection

R

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

<u>SOIL DRAINAGE</u>			
<u>Class 34 uPVC pipes</u>			
206	110mm Pipes laid in and including trenches not exceeding 1m deep	m	141
<u>Extra over class 34 uPVC pipes for uPVC fittings</u>			
207	110mm Bend	No	14
208	110mm Junction	No	28
209	110mm Access pipe	No	14
210	110mm Access bend	No	14
211	110mm Access double junction	No	14
<u>uPVC gulleys</u>			
212	110mm Gulley not exceeding 0.75m deep	No	1
213	110mm Dished gulley not exceeding 0.75m deep	No	1
<u>Precast concrete circular inspection chambers (covers elsewhere)</u>			
214	Inspection chamber 1.00m diameter and exceeding 0.75m and not exceeding 1.00m deep internally	No	12
<u>Cast iron covers</u>			
215	550mm Diameter x 176kg Type 2A non-ventilated cover and frame	No	12
<u>"Cape Concrete" precast concrete covers</u>			
216	1200 x 1200 x 150mm Thick light duty cover and frame	No	9
<u>Sundries</u>			
217	Testing soil drainage system		Item
<u>BILL NO 14</u>			
<u>PLUMBING AND DRAINAGE</u>			
<u>Carried to Collection</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

R

<u>SANITARY PLUMBING</u>					
<u>Geberit</u>					
218	500.732.01.2 Geberit countertop washbasin VariForm, elliptic, with tap hole bench	No	7		
219	500.282.01.1 Geberit Selnova floor-standing WC for close-coupled exposed cistern, horizontal outlet: white including 500.331.01.1 Selnova WC seat: white, bottom fix and 500.268.01.1 Geberit Selnova exposed cistern, close-coupled, dual flush, bottom water supply connection: white	No	7		
220	Double concrete wash trough 1080 x 650mm including legs	No	4		
<u>uPVC pipes</u>					
221	40mm Pipes	m	13		
222	50mm Pipes	m	7		
223	110mm Pipes	m	7		
<u>Extra over uPVC pipes for fittings</u>					
224	40mm Bend	No	26		
225	50mm Bend	No	26		
226	110mm Bend	No	26		
227	40mm Access bend	No	26		
<u>WATER SUPPLIES</u>					
<u>Class 10 HDPE pipes</u>					
228	32mm Pipes laid in and including trenches	m	43		
229	75mm Pipes laid in and including trenches	m	271		
<u>Extra over class 10 HDPE pipes for "Plasson" fittings</u>					
230	75 x 50mm Reducer	No	8		
<u>BILL NO 14</u>					
<u>PLUMBING AND DRAINAGE</u>					
<u>Carried to Collection</u>				R	
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST					

231	32mm Bend	No	6
232	75mm Bend	No	8
233	32mm Tee	No	6
234	75mm Tee	No	8
<u>Class 1 copper pipes</u>			
235	15mm Pipes	m	98
236	22mm Pipes	m	98
237	35mm Pipes	m	203
238	54mm Pipes	m	18
<u>Extra over class 1 copper pipes for capillary fittings</u>			
239	15mm Fittings	No	196
240	22mm Fittings	No	98
241	35mm End cap	No	7
242	35mm Reducer	No	7
243	76 x 54mm Reducer	No	4
244	54mm Elbow	No	37
245	35mm Tee	No	22
246	54mm Tee	No	6
247	54mm Reducing tee	No	2
<u>Sundries</u>			
248	Testing water pipe system	Item	

TANKS, ETC

"JoJo" polyethylene

249 5000 Litre vertical water tank

No

5

BILL NO 14

PLUMBING AND DRAINAGE

Carried to Collection

R

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

250	Outlet union for 50mm uPVC pipe, including hole through tank	No	5
<u>TAPS, VALVES, ETC</u>			
<u>"Saturn Arc"</u>			
251	Stainless steel hot and cold mixer 1150037	No	2
<u>"Cobra Watertech"</u>			
252	15mm 832/350F Angle valve with 350mm flexible hose connector	No	33
253	FBH2CR-7FT01 Cobra Standard Brass Hose Wall Tap Hose bib tap. Heavy pattern low resistance type. With 3/4hose union, wingnut and lining for 1/2hose pipe. 3/4BSP male iron connection end.	No	8
254	Cobra Medical Pillar tap SKU:FEAPILEA-5JT01	No	14
255	Cobra shower mixer set?	No	6
<u>"Geberit"</u>			
256	115.720.21.1 Geberit self-closing tap type 26: bright chrome-plated without mixer	No	7
<u>WASTE UNIONS, ETC</u>			
<u>"Cobra Watertech"</u>			
257	32mm 301CP basin waste union	No	7
258	Cobra Waste - Sink FWARSK15-0GT01. SKU Code: 310/N	No	11
259	40mm 316CP bath or sink waste union	No	8

Carried to Collection

BILL NO 14

PLUMBING AND DRAINAGE

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

<u>TRAPS, ETC</u>					
<u>"Flexitrap" rubber</u>					
260	32mm Plain "P" or "S" trap	No	7		
261	40mm Plain "P" or "S" trap	No	8		
<u>"Cobra Watertech"</u>					
262	Cobra Bottle trap FBTRAP02-0GT01. SKU Code : 340/N	No	11		
<u>"Rofo" stainless steel</u>					
263	ROFO' or equal stainless steel floor drain	No	6		
<u>Geberit</u>					
264	151.034.21.1 Geberit bottle trap with dip tube, for washbasin, horizontal outlet: d32mm G1 1/4" bright chrome-plated	No	7		
<u>FIRE APPLIANCES, ETC</u>					
<u>"Chubb"</u>					
265	9kg Dry chemical powder fire extinguisher on and including a painted backing board	No	13		
<u>AS-BUILT DRAWINGS</u>					
266	Allow for an updated set of as-built drawings to be handed to the principal agent at completion of the contract		Item		
<u>Carried to Collection</u>					
<u>BILL NO 14</u>					
<u>PLUMBING AND DRAINAGE</u>					
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST					

R

BILL NO 14**PLUMBING AND DRAINAGE****COLLECTION**

Total Brought Forward from Page No.

**Page
No****Amount**

87

88

89

90

91

92

93

94

95

96

97

98

99

Carried Forward to Summary of Section No.

R

BILL NO 14**PLUMBING AND DRAINAGE**PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

<u>Item No</u>		<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
	<u>BILL NO 16</u>			
	<u>PAINTWORK</u>			
	For preambles see "Model Preambles for Trades"			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>DESCRIPTIONS</u>			
	Descriptions of paintwork shall be deemed to include for all cutting in			
	<u>PREPARATORY WORK TO EXISTING SURFACES</u>			
	<u>Plaster or concrete surfaces</u>			
	Surfaces shall be thoroughly cleaned down by high pressure water jet and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed. All existing walls to be made good where damaged by removals, furniture, etc, and all screw and nail holes and cracks shall be opened, primed with plaster primer, filled with a suitable filler and finished smooth			
	<u>Metal surfaces</u>			
	Surfaces shall be thoroughly rubbed and cleaned down by means of grit blasting or wire brushing. Blistered or peeling paint, including all traces of corrosion, shall be completely removed down to bare metal			
	<u>Previously painted wood surfaces</u>			
	Surfaces shall be thoroughly cleaned down by scraping and sanding all loose and flaking paint. All dust and surface contamination are to be removed by wiping down. All exposed nail heads are to be punched in and primed with one coat metal primer. Holes, cracks and crevices shall be primed with wood primer, filled with wood stopping and finished smooth			
	<u>Carried to Collection</u>			
	<u>BILL NO 16</u>			
	<u>PAINTWORK</u>			
	PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			
			R	

Previously varnished/natural wood surfaces

Surfaces shall be thoroughly cleaned down with existing coatings removed by sanding and/or using paint remover. All residual paint remover and surface contamination are to be removed by washing down, allowed to dry and sandpapered to a uniformed surface. All exposed nail heads are to be punched in and primed with one coat metal primer. Holes, cracks and crevices shall be treated with woodcare pretreatment, filled with wood stopping and finished smooth

PAINT SPECIFICATIONS

All painting shall be done in accordance with "Plascon" specifications unless otherwise specified

COLOURS

Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards

PAINTWORK, ETC TO NEW SURFACES ON

SMOOTH PLASTER OR CONCRETE SURFACES WITH

One coat "Plascon Plaster Primer (PP700)" and two coats "Plascon Professional Superior Matt (PEM 950)"

268	Internal walls	m2	1 144
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269	Ceilings	m2	38
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One coat "Plascon Plaster Primer (PP700)", three coats "Plascon Professional Waterproofing Compound (PWC520)" and two coats "Plascon Professional Superior Low Sheen (PEM 1000)"

270	Walls	m2	633
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Carried to Collection

BILL NO 16
PAINTWORK

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

	<u>PLASTER BOARD SURFACES WITH</u>		
	<u>One coat Dulux trade alkali resistant plaster primer and two coats Dulux Bathroom+ applied in strict accordance with the manufacturer's specifications</u>		
271	Ceilings and cornices	m2	717
	<u>FIBRE-CEMENT SURFACES WITH</u>		
	<u>Two coats pure acrylic paint on</u>		
272	Fascias and barge boards ("White" colour group)	m2	102
273	Extra over for paintwork on components in the "White" colour group for paintwork in the "Deep" colour group (Provisional)	m2	102
	<u>METAL SURFACES WITH</u>		
	<u>Apply one coat universal undercoat and two coats Dulux Hammerite smooth polyurethane enamel paint on galvanised steel</u>		
274	Door frames	m2	16
	<u>WOOD SURFACES WITH</u>		
	<u>Prepare and apply one coat Dulux wood primer, one coat Dulux trade universal under coat and two coats Dulux Pearl glo eggshell enamel on</u>		
275	Doors	m2	144
276	Door frames	m2	56
	<u>Three coats woodcare clear wood preservative on</u>		
277	Pergola members ("Transparent" colour group)	m2	432

Carried to Collection

BILL NO 16
PAINTWORK

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

BILL NO 16

PAINTWORK

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

102

103

104

Carried Forward to Summary of Section No.

BILL NO 16

PAINTWORK

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

R

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>BILL NO 17</u>			
<u>EXTERNAL WORK</u>			
For preambles see "Model Preambles for Trades"			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Landscaping specification</u>			
Refer to the landscape architect's specification annexed to these bills of quantities which is supplementary to and shall take precedence over the "Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors"			
<u>Filling and layer work materials</u>			
References such as "G1", "G2", etc and "C1", "C2", etc in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter			
<u>Testing of material and filling</u>			
Descriptions of earth filling, compaction, etc shall be deemed to include for all necessary testing required in accordance with the relevant SANS 1200 specification			
<u>Cutting</u>			
Where an item for filling of gaps with concrete against edge restraints is not measured, then descriptions of block pavings shall be deemed to include for straight cutting			
Descriptions of block pavings shall be deemed to include for circular cutting around pipes, etc not exceeding 150mm diameter			
<u>Carried to Collection</u>			R
<u>BILL NO 17</u>			
<u>EXTERNAL WORK</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

	<u>Stormwater channels</u>				
	Descriptions of channels shall be deemed to include all necessary excavation and disposal of surplus material				
	<u>SITE CLEARANCE, ETC</u>				
	<u>Site clearance</u>				
278	Stripping layer of top soil and stockpiling on site	m3	335		
	<u>RETAINING STRUCTURES</u>				
279	Retaining walls with stepped faces and curves as required to suit slopes, of 340 x 425 x 225mm high type L13 interlocking units laid with horizontal bed joints to 70 degree slope, including backfilling not exceeding 500mm wide with earth obtained from the excavations and filling units with topsoil as the work proceeds	m2	70		
	<u>BENCHES, TABLES, ETC</u>				
	<u>Extra over bulk excavation in earth for excavation in (Provisional)</u>				
280	Hard rock	m3	15		
	<u>RETAINING STRUCTURES</u>				
	<u>Open face excavations in earth over sloping site</u>				
281	To embankment behind retaining blocks, including trimming to slope	m3	70		
	<u>Risk of collapse of excavations</u>				
282	Sides of trench and hole excavations not exceeding 1.5m deep	m2	70		
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted in not exceeding 200mm layers to 93% modified AASHTO density</u>				
283	Behind retaining blocks	m3	70		
	<u>Excavations in earth not exceeding 2m deep</u>				
284	Trenches	m3	26		
	<u>Carried to Collection</u>			R	
	<u>BILL NO 17</u>				
	<u>EXTERNAL WORK</u>				
	PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST				

	<u>Extra over all excavations for carting away</u>				
285	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	5		
	<u>Risk of collapse of excavations</u>				
286	Sides of trench and hole excavations not exceeding 1.5m deep	m2	52		
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site, compacted in not exceeding 200mm layers to 95% modified AASHTO density</u>				
287	Backfilling to trenches, holes, etc	m3	21		
	<u>"Hyvar X" weedkiller mixed with water and applied at a rate of 100grams/m2</u>				
288	Under floors, etc, including forming and poisoning V-grooves along foundation walls, etc, filling in and ramming	m2	70		
	<u>"Terraforce" precast concrete interlocking planter units</u>				
289	Retaining walls with stepped faces and curves as required to suit slopes, of 340 x 425 x 225mm high type L13 interlocking units laid with horizontal bed joints to 70 degree slope, including backfilling not exceeding 500mm wide with earth obtained from the excavations and filling units with topsoil as the work proceeds	m2	70		
	<u>"Kaymat U14" geofabric filter blanket with 150mm laps</u>				
290	Behind retaining walls	m2	70		
	<u>15MPa/19mm concrete</u>				
291	Surface blinding under footings and bases	m3	1		
	<u>30MPa/19mm concrete</u>				
292	Ground beams	m3	4		
	<u>Mild and High tensile steel reinforcement to structural concrete work</u>				
293	Various diameter bars	t	0.35		
<u>BILL NO 17 EXTERNAL WORK</u>					
<u>Carried to Collection</u>					
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST				R	

<u>ROADWORK AND PARKING</u>		
<u>Open face excavations in earth over sloping site</u>		
294	Open face excavations to form platform and depositing excavated material on site, including haulage not exceeding 1km from perimeter of excavations	m3 569
<u>Extra over all excavations for carting away</u>		
295	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3 569
<u>Earth filling supplied by the contractor</u>		
296	Under roadways, etc of G2 material in accordance with SANS 1200 DM compacted to 97% modified AASHTO density	m3 134
297	Subbase course under roadways, etc of G5 material in accordance with SANS 1200 ME compacted to 98% modified AASHTO density	m3 435
298	Subbase course under roadways, etc of G2 material in accordance with SANS 1200 ME compacted to 98% modified AASHTO density	m3 302
299	Under roadways, etc of compacted to 97% modified AASHTO density	m3 89
<u>Stone filling of 19mm broken stone</u>		
<u>Preparation of sub-grade</u>		
300	Compaction of ground surface under roadways, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% modified AASHTO density	m2 2 901
<u>220 x 97 x 60mm Tan coloured "Technicrete Double Zig-Zag" interlocking segmented block pavings in accordance with SANS 1200 MJ</u>		
301	Pavings to sidewalks, etc in herringbone pattern	m2 2 011
<u>BILL NO 17</u>		
<u>EXTERNAL WORK</u>		
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST		

R

BILL NO 17

EXTERNAL WORK

COLLECTION

Total Brought Forward from Page No.

**Page
No**

Amount

106

107

108

109

110

Carried Forward to Summary of Section No.

R

BILL NO 17

EXTERNAL WORK

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

<u>Bill No</u>	<u>SECTION SUMMARY - BUILDING WORKS</u>	<u>Page No</u>	<u>Amount</u>
1	DEMOLITIONS	36	
2	EARTHWORKS	42	
3	CONCRETE, FORMWORK AND REINFORCEMENT	47	
4	MASONRY	51	
5	WATERPROOFING	54	
6	ROOF COVERINGS, CLADDINGS, ETC	58	
7	CARPENTRY AND JOINERY	64	
8	CEILINGS, PARTITIONS AND ACCESS FLOORING	67	
9	IRONMONGERY	71	
10	STRUCTURAL STEELWORK	74	
11	METALWORK	79	
12	PLASTERING	83	
13	TILING	86	
14	PLUMBING AND DRAINAGE	100	
15	GLAZING	101	
16	PAINTWORK	105	
17	EXTERNAL WORK	111	
<u>Carried to Final Summary</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			R

<u>Item No</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
<u>SECTION 3</u>			
<u>PROVISIONAL SUMS</u>			
<u>BILL NO 1</u>			
<u>PROVISIONAL SUMS, ETC</u>			
 <u>SUPPLEMENTARY PREAMBLES</u>			
<u>General</u>			
<p>Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances</p> <p>All prime cost amount and provisional sum allowances are net and will be adjusted in accordance with the relevant building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances. Prime cost amounts shall include for delivery to site of all articles concerned</p>			
<u>Overheads and profit</u>			
<p>The contractor may allow for overheads and profit if required in the item "Allow for overheads and profit" wherever indicated</p>			
<u>Profit and general attendance upon selected subcontract works</u>			
<p>The item "Allow for profit and general attendance" which follows each selected subcontract works, shall be deemed to allow for the contractor's profit if required and to cover all the contractor's costs incurred in providing free of charge to the selected subcontract works the duties of the contractor as described in clause 12.2 of the JBCC N/S Subcontract Agreement inclusive of the amendments thereto contained in the "Preliminaries"</p>			
<u>Carried to Collection</u>			R
<u>BILL NO 1</u>			
<u>PROVISIONAL SUMS, ETC</u>			
PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

**PROVISIONAL SUMS FOR SELECTED
SUBCONTRACT WORKS**

Geo-hydrological investigation

1	Provide an amount of R400 000.00 (Four Hundred Thousand Rand) for geo-hydrological investigation	Item	400 000.00
---	--	------	------------

2	Allow for profit and general attendance	Item	
---	---	------	--

Loose furniture and appliances

3	Provide an amount of R258 000.00 (Two Hundred and Fifty Eight Thousand Rand) for Loose furniture and appliances	Item	258 000.00
---	---	------	------------

4	Allow for profit and general attendance	Item	
---	---	------	--

Ceiling fans

5	Provide an amount of R60 000.00 (Sixty Thousand Rand) for Ceiling fans	Item	60 000.00
---	--	------	-----------

6	Allow for profit and general attendance	Item	
---	---	------	--

Electrical Installation

7	Provide an amount of R1 150 000.00 (One Million One Hundred and Fifty Thousand Rand) for Electrical Installation	Item	1 150 000.00
---	--	------	--------------

8	Allow for profit and general attendance	Item	
---	---	------	--

Borehole, Pump System, Water Purification and Water Tanks

9	Provide an amount of R530 000.00 (Five Hundred and Thirty Thousand Rand) for Borehole, Pump System, Water Purification and Water Tanks	Item	530 000.00
---	--	------	------------

10	Allow for profit and general attendance	Item	30 000.00
----	---	------	-----------

Entrance Boom

11	Provide an amount of R30 000.00 (Thirty Thousand Rand) for Entrance Boom	Item	
----	--	------	--

12	Allow for profit and general attendance	Item	
----	---	------	--

Carried to Collection

R

BILL NO 1

PROVISIONAL SUMS, ETC

PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

	<u>Gas Installation</u>			
13	Provide an amount of R100 000.00 (One Hundred Thousand Rand) for Gasl Installation	Item	100 000.00	
14	Allow for profit and general attendance	Item		
	<u>Fencing</u>			
15	Provide an amount of R402 000.00 (Four Hundred and Two Thousand Rand) for Fencing	Item	402 000.00	
16	Allow for profit and general attendance	Item		
	<u>Joinery</u>			
17	Provide an amount of R220 000.00 (Two Hundred and Twenty Thousand Rand) for joinery	Item	220 000.00	
18	Allow for profit and general attendance	Item		
	<u>Landscaping</u>			
19	Provide an amount of R150 000.00 (One Hundred and Fifty Thousand Rand) for Landscaping	Item	150 000.00	
20	Allow for profit and general attendance	Item		
	<u>Signage</u>			
21	Provide an amount of R20 000.00 (Twenty Thousand Rand) for Signage	Item	20 000.00	
22	Allow for profit and general attendance	Item		
	<u>Blinds</u>			
23	Provide an amount of R15 000.00 (Fifteen Thousand Rand) for blinds	Item	15 000.00	
24	Allow for profit and general attendance	Item		
	<u>Carried to Collection</u>			
	BILL NO 1			
	PROVISIONAL SUMS, ETC			
	PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST			

BILL NO 1**PROVISIONAL SUMS, ETC****COLLECTION**

Total Brought Forward from Page No.

**Page
No****Amount**

113

114

115

Carried to Final Summary

R

BILL NO 1**PROVISIONAL SUMS, ETC**PROPOSED ACCOMMODATION, GATEHOUSE AND ROAD REPAIRS
IN BABANANGO GAME RESERVE FOR THE EMCAKWINI COMMUNITY TRUST

[illegible]



**ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMMES**

CORPORATE IDENTITY BRANDING GUIDELINES



ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMMES

Herewith the branding manual of the Environmental Protection & Infrastructure Programmes, designed and laid out in accordance with the Government, EPWP and Department of Environmental Affairs branding manuals.

CORPORATE IDENTITY BRANDING GUIDELINES



CONTENTS

LOGO CONSTRUCTION AND APPLICATION	1
EPIP logo construction	1
Monotone logo	2
Colour specifications	3
Typography	4
STATIONERY	5
Complimentary slip	5
Email signature	6
MEDIA APPLICATIONS	7
Logo and project identification	7
Posters	8
Banners	9
Gazebo	11
Brochures	12
Newsletters	13
Website	14
Umbrellas	15
CORPORATE CLOTHING	16
Head gear	16
Clothing branding guidelines	17
Protective clothing	20
Hard hats	21
SIGNAGE	22
Sign boards	22

LOGO CONSTRUCTION AND APPLICATION

EPIP LOGO CONSTRUCTION

The Petals

The 3 petals represent the Soil (Brown), Vegetation (Green) and Water (Blue), which represent the mandate of the Department for which the programme stand for.

Hands

The hands symbolise 1. Care for the environment, 2. Provision of opportunities (Skills Development, Job creation & SMME Development) through environmental interventions (projects)



**ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMMES**

LOGO CONSTRUCTION AND APPLICATION

MONOTONE LOGO

The EPIP logo may be represented in black or white reflected out of any solid colour background.

It should always be positioned top left or center of the document covers or electronic media, the DEA (Department of Environmental Affairs) logo should always be positioned at the bottom left, also on a white background as per GCIS manual.

One solid signature should only be place on a solid background, preferable in white or black. This will apply primarily on signage and corporate gifts. Please avoid placing logos on textures or patterned background.

The reverse version should only be placed on 100% black to 30% black backgrounds, excluding promotional elements where it may also be embossed.



ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMMES

Black reversed out of white



ENVIRONMENTAL PROTECTION &
INFRASTRUCTURE PROGRAMMES

White reversed out of black

LOGO CONSTRUCTION AND APPLICATION

COLOUR SPECIFICATIONS

PRIMARY COLOUR

Green is the primary colour



100c, 14m, 100y, 41k
R0, G101, B50
PANTONE 356C

NOTE:

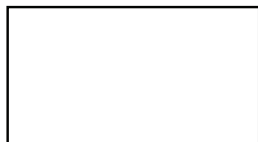
The EPIP logo may only be used over a white background. It should always be positioned top left or center of the document covers or electronic media, the DEA (Department of Environmental Affairs) logo should always be positioned at the bottom left, also on a white background as per GCIS manual.

TERTIARY COLOURS

These consist of the remaining colours of the EPIP logo



28c, 67m, 100y, 17k
R162, G92, B11
PANTONE 7512C



0c, 0m, 0y, 0k
R255, G255, B255



98c, 77m, 6y, 0k
R32, G67, B148
PANTONE 661C



LOGO CONSTRUCTION AND APPLICATION

TYPOGRAPHY

The main logo is in 'Placard Condensed', a clear font found in both Windows and Mac platforms. The font must be used in all document titles, the body text can be Arial or Trebuschet font styles.

Typically A4 documents need to use 12pt size, unless necessary a variation of 10% up or down is recommended. A5 can use 10pt, A6 8pt.

Primary descriptor

Century Gothic Bold

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0 ! ? % & *

Century Gothic Regular

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0 ! ? % & *

COMPLIMENTARY SLIP

Printing Specifications

Paper size:	210mm x 99mm (DL)
Stock:	Cartridge 100-115gms
Stock colour:	White
Screen:	133
Colours:	Full colour

Complimentary Slips are printed on the same paper as the letterhead. Complimentary slips are specifically used for delivery scribes or rough notes by hand to external customers, the slips may be used for internal communications as well. The notes generated in this form must always take note of the Department and EPIP's representativity, it is therefore as important as it is to the letterhead to keep the slips in a secure location.

With Compliments



environmental affairs
Department:
Environmental Affairs
REPUBLIC OF SOUTH AFRICA



SAKHOENHLELO PHOTOPHILE
IMHOEFOTOPHILE PROGRAMME

Tel: 012 310 3011, Fax: 012 320 7541
Fedure Forum Building
315 Pretorius Street, Pretoria, 0002
Private Bag X447, Pretoria 0001
www.environment.gov.za

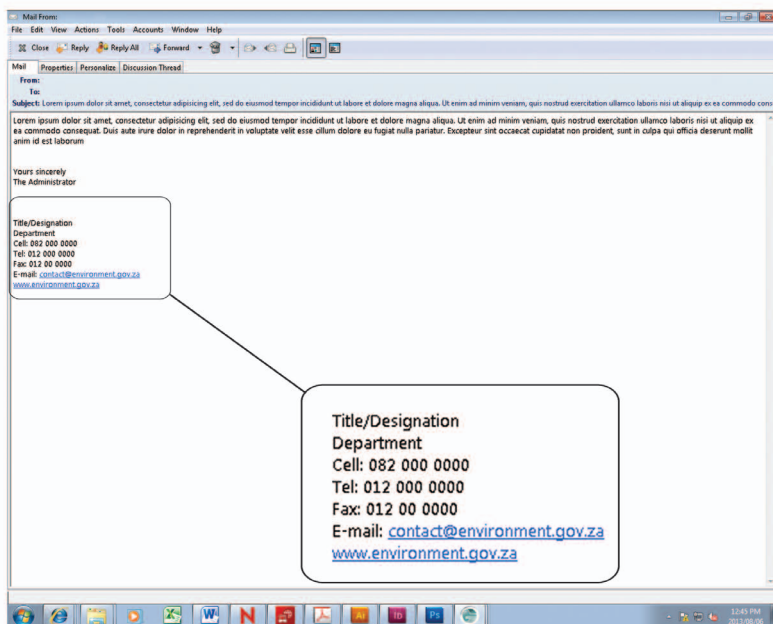


EXPANDED PUBLIC WORKS PROGRAMME
Contributing to a Nation at Work

EMAIL SIGNATURE

Email Footer To protect the EPIP / DEA, every email sent out must bear a footer which includes an email disclaimer. The disclaimer legally protects the EPIP / DEA against malicious use of words by the email sender by disengaging the views of the sender from those of the organisation.

The protection extends to viral infections caused by an email or attachment from the EPIP / DEA. A network administrator and / or IT support must be consulted to implement the email footer and how to configure a vacation responder. The footer may be programmed to include hyperlinks.



MEDIA APPLICATIONS

LOGO AND PROJECT IDENTIFICATION

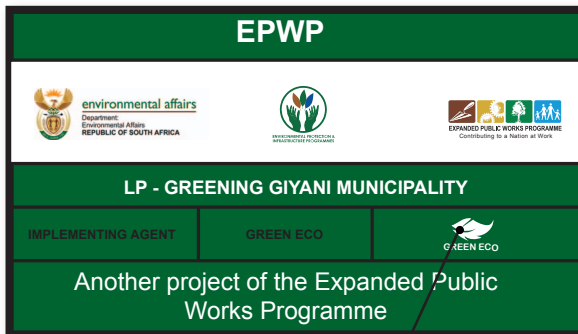
The branding guidelines in this manual are to be strictly adhered to, on all of the garments, publications, branding and promotional items.

All branding material produced by Implementers must be signed off by the

DEA Director of Corporate Communication, or a delegated official of Corporate Communication.

Email: communications@environment.gov.za to obtain sign-off.

Sign board



Implementers logo

MEDIA APPLICATIONS

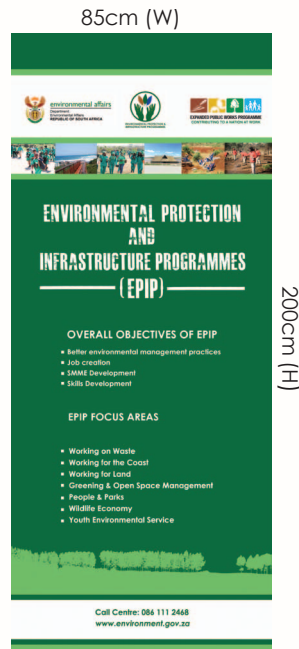
POSTERS

Posters come in different sizes ranging from A4, A3, A2, A1 and A0. The logo placement must be 1/8th of the poster height. Officially accredited EPIP pictures are used. These pictures may be edited.



Pull Up (850 x 1850) Wall Banner (4x3m) The EPIP can use any banner type and style, of which there are multitudes, however, the basic design principle of the artwork shall always apply. To illustrate this principle, if a single banner e.g. a pull up is used, it is ideal to pick a theme, say 'Job Creation' then the entire banner design revolves around 'Job creation'.

To complete the EPIP using pull up or roll up banners, 3 will have to be done in order to complete EPIP's mandate. A wall banner, preferably 4 x 3m, can be used to provide a complete view of the EPIP. The banner may be printed on fabric [internal use only] or canvas [internal & exterior use]. All other types, teardrop, Aframes, etc... are to be designed around the single theme concept.

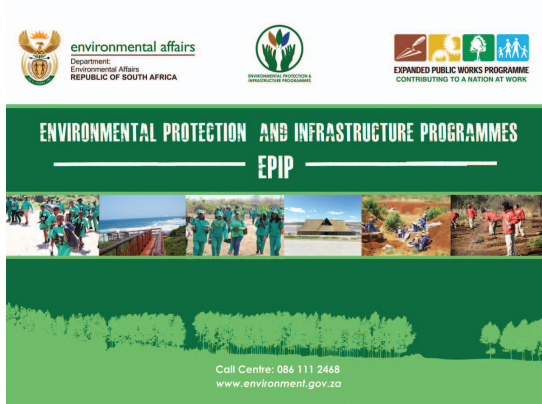


Pull Up Banner

MEDIA APPLICATIONS

BANNERS

300cm W x 225cm H



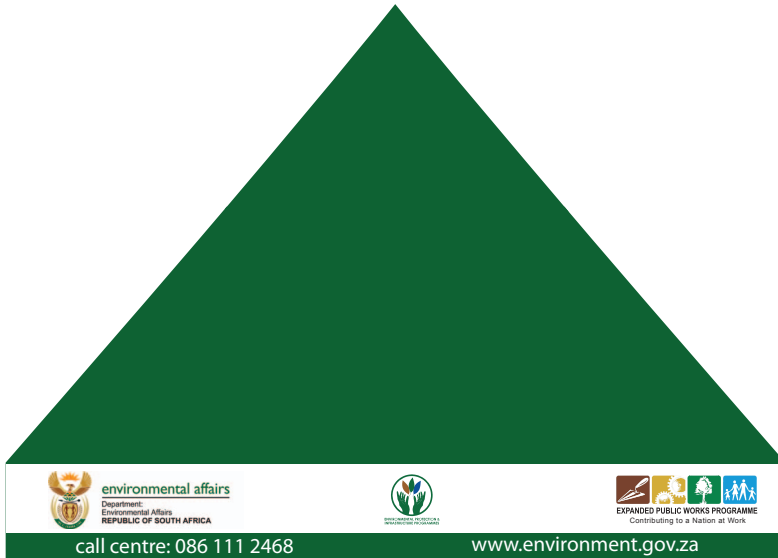
Wall Banner

200cm W x 90cm H



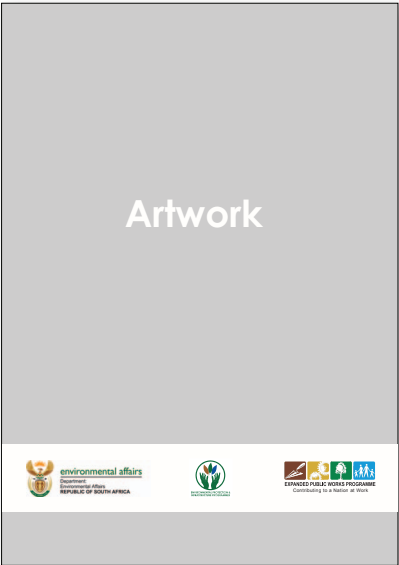
Pop-up Banner

300 cm X 300cm



BROCHURES

Portrait Brochure

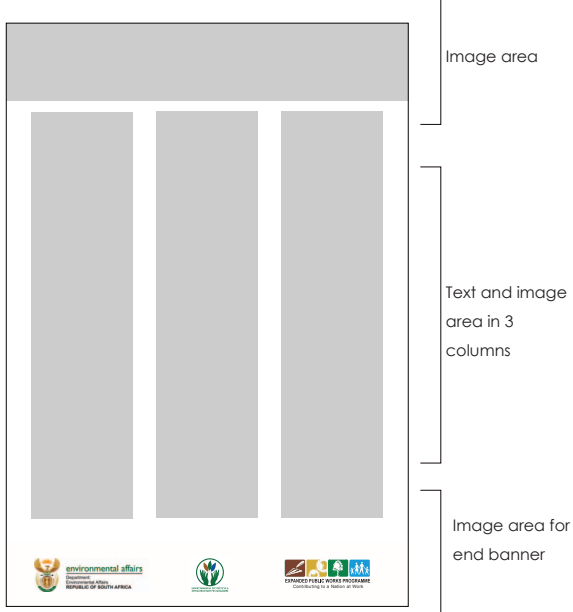


Landscape Brochure



NEWSLETTERS

Printed Newsletter



Electronic Newsletter



MEDIA APPLICATIONS

WEBSITE

The EPIP website must be designed on a CMS, Content Management System platform. The CMS is a non-static website that allows the website administrator to alter and update content accordingly. Fundamental features of the website include a dynamic link to social networking sites and video portals, enrolment to the electronic

The site is designed in a simple and basic manner to allow web browsers to easily access information, however, the EPIP may adopt any other design that upholds similar theme and look & feel.



UMBRELLAS

Solid green, blue, black or brown umbrellas must be used, of any design. The colour of the umbrella must resemble as close as possible the pantone equivalence.

A solid white logo must therefore be used on 2 opposite panels. Informative text is not recommended in this instance.



CORPORATE CLOTHING

HEAD GEAR

Head gear may be caps, sun hats or berets, the simple branding principle of solid colour by either white or black one colour logo always applies. This form of branding enhances visibility. An orange colour headgear may also be used, the orange is closely extracted from the coat

of arms and is to be used in outdoor activity where easy identification or spotting may be necessary e.g. working at a thick forest, using inmates, etc... The EPIP logo is embroidered onto the headgear's fabric.



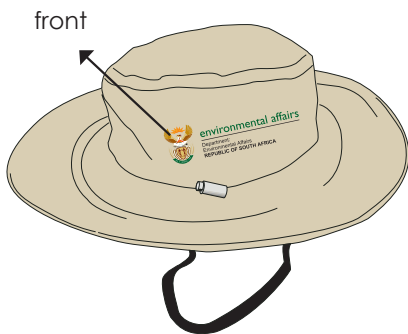
front



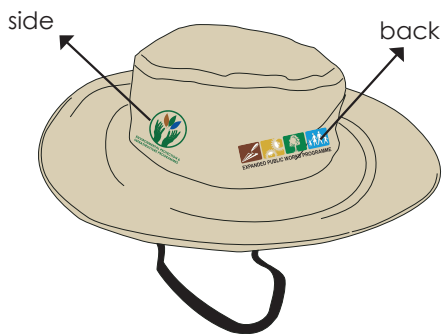
side



back



front



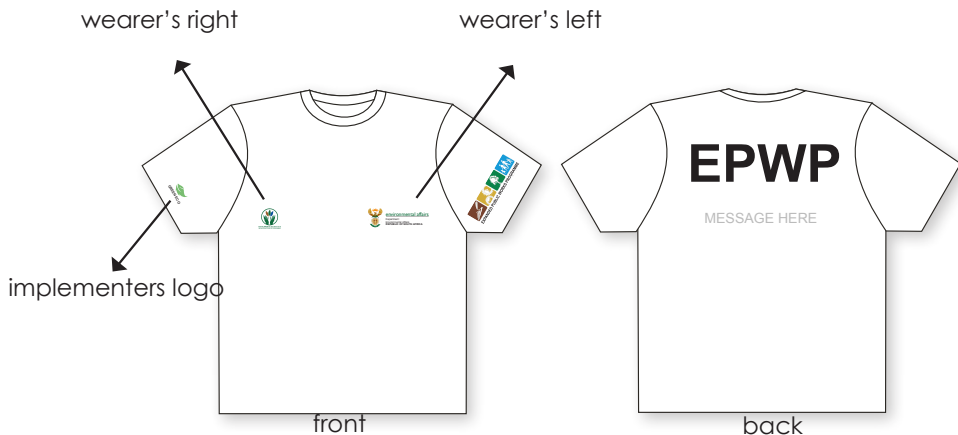
side

back

CLOTHING BRANDING GUIDELINES

The EPIPT-shirts will range from round necks to golf shirts, depending on use, quantity and recipients. Solid colours of Green may be used with the appropriate logos in full colour. The logo must be silk screened onto the front of the shirt. If necessary, a message may also be incorporated at the back of the shirt beneath the EPWP lettering. This use is recommended for round necks only. Corporate golf shirts and formal shirts

must have the full colour logo embroidered onto the left breast or pocket. The EPIP jackets will adopt this style of branding as well. Embroidery logo size will be recommended or determined by the embroidery. Logos which are sewn on as a patch are not recommended due to the wear and tear. Good quality T-shirt material is recommended, eg a minimum of 180g/m. T-shirts may be white, green or yellow.



CORPORATE CLOTHING

CLOTHING BRANDING GUIDELINES

Golf shirts



CLOTHING BRANDING GUIDELINES



Jacket



Formal shirt

CORPORATE CLOTHING

PROJECT PROTECTIVE CLOTHING

All projects should comply with the requirements applicable for protective clothing. The colour of the protective clothing **MUST** be **GREEN**. Hard hats may be green, white or yellow. Logos **MUST** be used as illustrated below. The logos may be full colour or white, and, in the event the colours are clashing and

being absorbed by the solid overall colour, the full colour system may be implemented using badges, i.e. the logo is printed on a solid white back cloth/background and then sewn/paste onto the overall. Same guidelines apply in case of any project-related clothing branding (e.g. shirts, T - shirts, etc...)

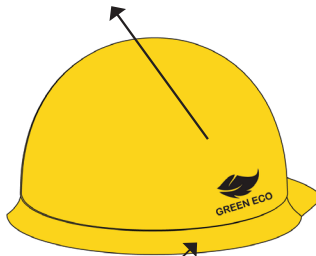


PROJECT PROTECTIVE CLOTHING - HARD HATS

front



wearer's right



implementers logo

sides

wearer's left



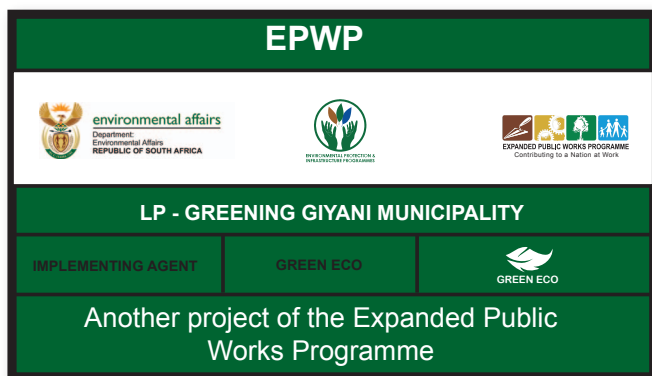
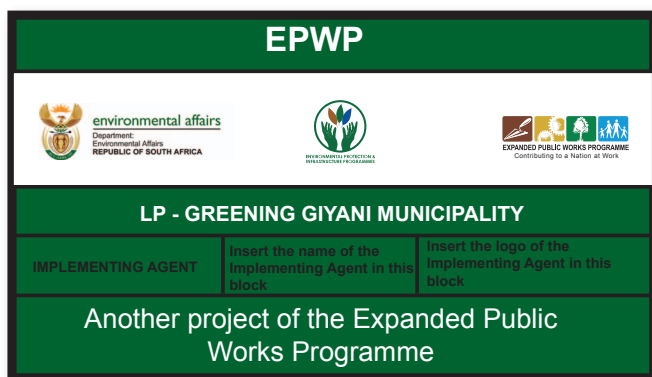
back

SIGNAGE

SIGN BOARDS

All projects sites must be branded accordingly as per the prescribed guidelines illustrated below. The background colour for the sign boards must be GREEN. These are prescribed standards and

deviation should be sought from the responsible Provincial Project Manager. **NB. Note that the size of the Logo of the Implementing Agent CANNOT be bigger than that of the Department, EPIP & EPWP.**



[illegible]



EPIP Help: (012) 310 3426

Fax: (012) 320 7546

Call centre: 086 111 2008

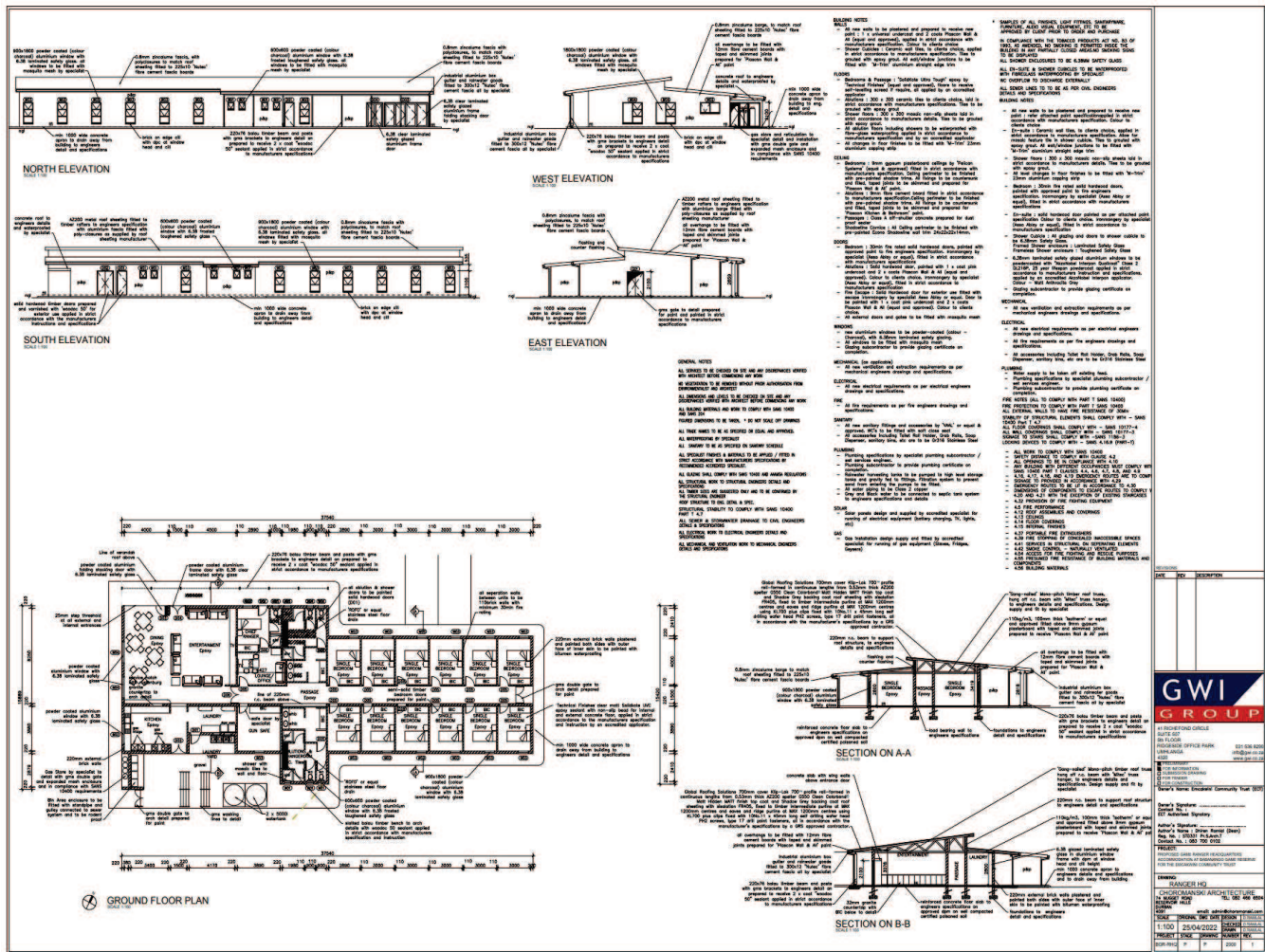
Postal Address

Private Bag X447

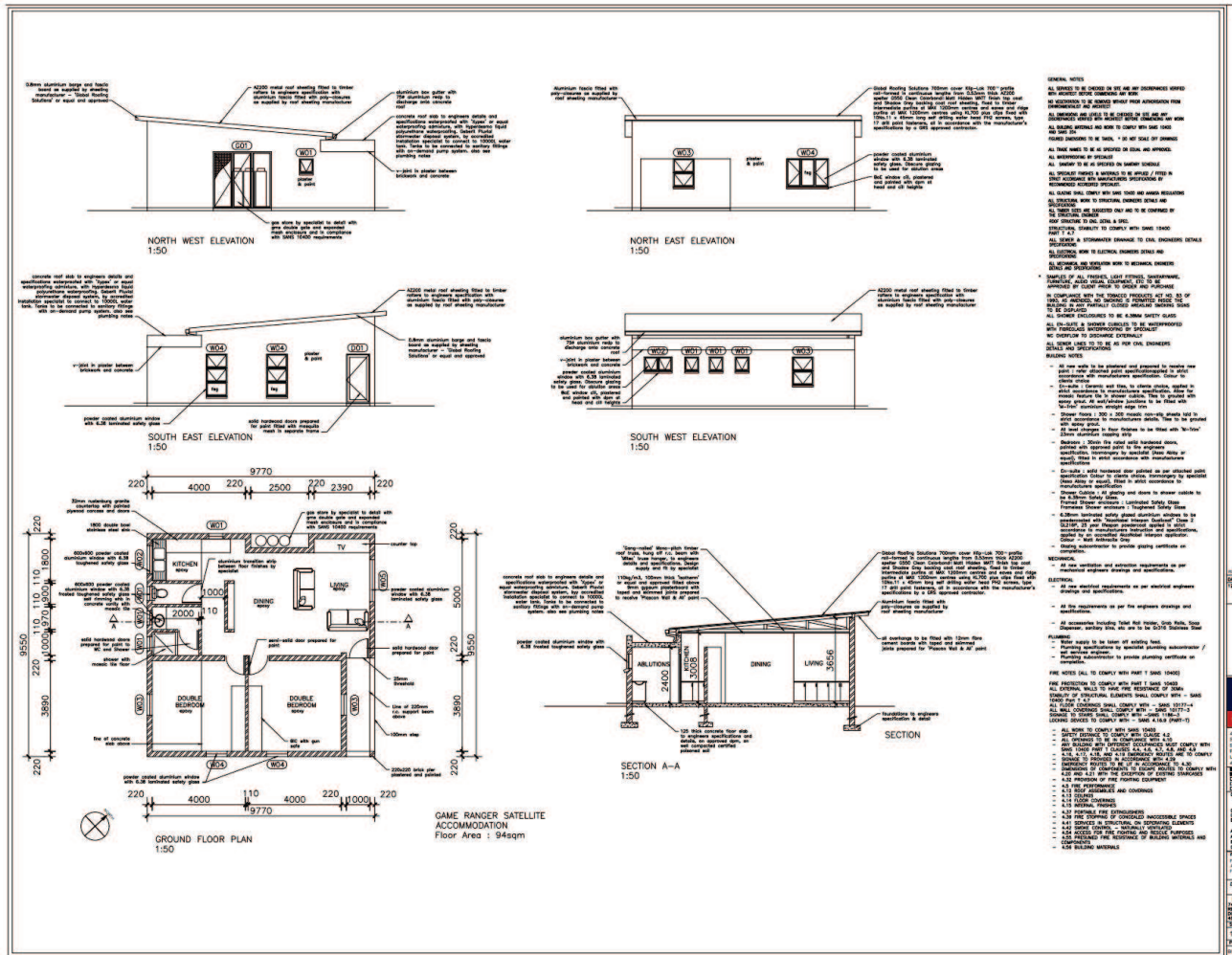
Pretoria, 0001



[illegible]



[illegible]



[illegible]

TENDER NO: _____

ADDENDUM A

TENDER NO: _____

ADDENDUM B