

**TENDER NO.16/2022/2023T**



# **CONTRACT DOCUMENT**

FOR THE

## **Construction of Herschel Community Hall**

<b>ISSUED BY:</b>	<b>COMPILED BY:</b>	<b>For official use.</b>
Supply Chain Management Office Senqu Municipality 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0516030019 Fax: 0516030445 e-mail: info@senqu.gov.za	<b>Black Mountain Consulting Engineers (Pty) Ltd</b> <b>No. 15 Intsasa Street, Southernwood, Mthatha</b> <b>5100</b> <b>Tel: 047 050 0105</b> <b>e-mail: <a href="mailto:tngcongo@bmce.co.za">tngcongo@bmce.co.za</a></b>	<b>SIGNATURES OF MUNICIPALITY OFFICIALS AT TENDER OPENING</b> 1. 2. 3.

**MARCH 2023**

<b>NAME OF TENDERING ENTITY</b>	
<b>EMAIL ADDRESS OF TENDERING ENTITY</b>	
<b>FAX NUMBER OF TENDERING ENTITY</b>	

**Bid No 16/2022/2023T****Tender Description: Construction of Herschel Community Hall****(1) GENERAL TENDER INFORMATION**

<b>TENDER DETAILS</b>					
Tender advertising date	16/2022/2023T				
Tender closing date	21 April 2023				
Tender closing time	12h00				
Estimated CIDB contractor grading designation	4 GB or higher				
Technical contact person	Mr N Nkopane 051 603 1450 <a href="mailto:nkopanen@senqu.gov.za">nkopanen@senqu.gov.za</a>				
SCM contact person	Mrs N Mtwebana 051 603 1355 <a href="mailto:mtwebanan@senqu.gov.za">mtwebanan@senqu.gov.za</a>				
<b>CLARIFICATION MEETING</b>					
Nature of meeting	<table border="1"> <thead> <tr> <th>Compulsory</th> <th>Non-compulsory</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">X</td> <td></td> </tr> </tbody> </table>	Compulsory	Non-compulsory	X	
Compulsory	Non-compulsory				
X					
Date and time of meeting	12 April 2023 at 10h00				
Venue of Meeting	19 Murray Street Lady Grey, Municipal Offices				
<b>TENDER SUBMISSION DETAILS</b>					
Tender box address	Senqu Municipality, 19 Murray Street, Lady Grey				
Tender submission process	<p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, and the closing date indicated on the envelope. The sealed envelope must be inserted into the tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.</p>				

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# T1.1 Tender Notice and Invitation to Tender

## SENQU LOCAL MUNICIPALITY

INVITES YOU TO SUBMIT AN OFFER FOR THE FOLLOWING TENDER:

<b>TENDER NUMBER:</b>	16/2022/2023T																		
<b>TENDER TITLE</b>	Construction of Herschel Community Hall																		
<b>CLOSING DATE</b>	21 April 2023																		
<b>CLOSING TIME</b>	12h00PM																		
<b>ADDRESS OF MUNICIPALITY</b>	Senqu Municipality, 19 Murray Street, Lady Grey																		
<b>DATE OF CLARIFICATION MEETING</b>	12 April 2023																		
<b>NATURE OF CLARIFICATION MEETING</b>	Meeting is Compulsory.  Tenderers must download and print tender document prior attendance of clarification meeting																		
<b>TIME OF CLARIFICATION MEETING</b>	10h00																		
<b>VENUE OF CLARIFICATION MEETING</b>	19 Murray Street Lady Grey, Municipal offices																		
<b>CIDB REQUIREMENTS</b>	CIDB contractor grading of 4 GB or higher																		
<b>TECHNICAL ENQUIRIES</b>	Mr N Nkopane 051 603 1450 <a href="mailto:nkopanen@senqu.gov.za">nkopanen@senqu.gov.za</a>																		
<b>SCM ENQUIRIES</b>	Mrs N Mtwebana  051 603 1355  <a href="mailto:mtwebanan@senqu.gov.za">mtwebanan@senqu.gov.za</a>																		
<b>TENDER VALIDITY PERIOD</b>	84 days																		
<b>PREFERENTIAL POINTS: 80/20</b>	<table border="1"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td><b>PRICE</b></td> <td>80</td> </tr> <tr> <td><b>SPECIFIC GOALS</b></td> <td>20</td> </tr> <tr> <td><b>Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability</b></td> <td><b>10</b></td> </tr> <tr> <td><b>Points for Locality (Contractors domiciled in the Senqu Local Municipality)</b></td> <td><b>10</b></td> </tr> <tr> <td><b>Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)</b></td> <td><b>5</b></td> </tr> <tr> <td><b>Points for Locality (Contractors domiciled in the Eastern Cape Province)</b></td> <td><b>2</b></td> </tr> <tr> <td><b>Points for Locality (Contractors domiciled outside the Eastern Cape Province)</b></td> <td><b>0</b></td> </tr> <tr> <td><b>Total points for Price and B-BBEE must not exceed</b></td> <td><b>100</b></td> </tr> </tbody> </table>		POINTS	<b>PRICE</b>	80	<b>SPECIFIC GOALS</b>	20	<b>Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability</b>	<b>10</b>	<b>Points for Locality (Contractors domiciled in the Senqu Local Municipality)</b>	<b>10</b>	<b>Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)</b>	<b>5</b>	<b>Points for Locality (Contractors domiciled in the Eastern Cape Province)</b>	<b>2</b>	<b>Points for Locality (Contractors domiciled outside the Eastern Cape Province)</b>	<b>0</b>	<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
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<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>																		

Tenders may only be submitted on the bid documentation provided by the municipality. The completed original tender document and all supporting documentation shall be placed in a single sealed envelope clearly marked with the name and address of the tenderer, the tender number and title, and the closing date indicated on the envelope and deposited in the tender box at the address, and by the date and time stated above. No faxed or e-mailed documents will be accepted. The Senqu Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender. Tenders will be opened in public as soon as practical after the closing time.

Tender documents will be available on the municipal the website <http://www.senqu.gov.za>.

Tender enquiries can be made to the parties as stated above.

A clarification meeting as stated above will be held on the date and time at the venue stated above.

**NB: Bids will be evaluated on 80 / 20 principle and according to the risk matrix as per CODB practise Note 5.**

**Tenders must be compliant with all bid requirements stated in the tender document.** Bidders are specifically referred to the requirements of the Preferential Procurement Regulations, 2022, including but not limited to pre-qualification criteria, functionality, eligibility, statutory, local content, compulsory sub-contracting, other objective, and price and preference criteria **as stated in the tender document**. If applicable, only locally produced, or manufactured goods meeting the stipulated minimum threshold for local production and content, will be considered. Tenderers' attention is drawn to the registration requirements in the tender documents in respect of registration on the municipal supplier database, Central Suppliers' Database, Construction Industry Development Board (if applicable), etc.



## LOCALITY PLAN

Co-ordinates: 31°36'57.9" S 27°09'43.3"E

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause number	Tender Data
<b>C.1</b>	<b>General</b>
C.1.1	Actions
C.1.1.1	

**The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the Employer's website.**

**Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.**

The Employer is the Senqu Municipality, represented by the Director: Technical Services.

In addition to the above, the following further documents are part of the tender:

**VOLUME 4: Drawings (listed in C3.2 Engineering)**

**VOLUME 5 : The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-315-4140), Master Builders Association (011-205-9000; 057-352-6269) South African Association of Consulting Engineers (011-463-2022) or South African Institute of Architects (051- 447-4909; 011-486-0684; 053-831-2003;)**

Volumes 5 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.

#### C.1.4 Communication and employer's agent

##### Communication with the employer

*Delete the first sentence of the clause and replace with the following:*

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Bid Adjudication Committee or its nominee. All communication with the Employer must be directed to the person and details noted below:

<b>Name</b>	Mr T Ngcongco
<b>Designation</b>	Director
<b>Address:</b>	<b>Black Mountain Engineers (Pty) Ltd No. 15 Intsasa Street Southernwood Mthatha</b>
<b>Tel:</b>	Tel: 047 050 0105
<b>Fax:</b>	Fax: 047 050 0105
<b>Email</b>	<a href="mailto:tngcongco@bmce.co.za">tngcongco@bmce.co.za</a>

#### C.1.6.2 Competitive negotiation procedure

A competitive negotiation procedure will not be followed.

#### C.1.6.3 Proposal procedure using the two-stage system

A two-stage system will not be followed.

#### C.1.6.5 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

##### C.1.6.5.1 Disputes, objections, complaints and queries

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

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

##### C.1.6.5.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Must be in writing
  - ii) It must set out the reasons for the appeal
  - iii) It must state in which way the Appellant's rights were affected by the decision;
  - iv) It must state the remedy sought; and
  - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant Municipality appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**  
 The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

C.1.6.5.4 All requests referring to sub clauses C.1.6.5.1 to C.1.6.5.3 must be submitted in writing to:

**The Acting Municipal Manager**

**Via hand delivery at:** Senqu Municipality, 19 Murray Street, Lady Grey

**Via post at:** Private Bag X003, Lady Grey, 9755

**Via fax at:** 051 603 0445

**Via email at:** [nyezin@senqu.gov.za](mailto:nyezin@senqu.gov.za)

C.1.7 **Senqu Municipality Supplier Database Registration**

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

Tenderers who wish to register on the Employer's Supplier Database may collect registration forms from the Senqu Municipality at 19 Murray Street, Lady Grey (Tel 051 603 0019). Registration forms and related information are also available on the SM's website by following the link alongside – <https://www.senqu.gov.za/supplier-registration-forms/>.

It is each tenderer's responsibility to keep all the information on the Supplier Database updated.

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

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

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

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

## C.2 Tenderer's obligations

### C.2.1 Eligibility

#### C.2.1.1

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

#### C.2.1.3

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

#### C.2.1.4

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

##### C.2.1.4.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a GB class of construction work, will be declared responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the GB class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

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

##### C.2.1.4.2 **Compliance with requirements of SM SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- c) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- d) A copy of the partnership / joint venture / consortium agreement to be provided;
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;

- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Municipal Accounts' Status** schedule to be provided and which does not indicate any details that prevents the award of the tender based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

**C.2.1.4.3 Minimum score for functionality**

Only tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

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

**PRICE AND PREFERENCE POINTS**

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
1.	Price	80
2	SPECIFIC GOALS	20
	<b>Total</b>	<b>100</b>

**PRE-QUALIFICATION REQUIREMENTS**

	<b>CRITERIA</b>	<b>WEIGHTING</b>
1.	Company Experience with contactable references	25
2.	Key Staff Competence	25
3.	Construction Equipment	25
4.	NHBRC certificate	25
	<b>GRAND TOTAL</b>	<b>100</b>

The minimum score for functionality is **80**.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture appended to this tender submission. Likewise, where a tender submission relies on the experience of sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party.

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

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

CRITERIA	WEIGHT	VALUE	MAXIMUM POSSIBILITY SCORE
<b>1. EXPERIENCE (Project value R 1.5m or more)</b>			<b>25</b>
<ul style="list-style-type: none"> <li>Bidder has successfully completed 2 building related project (5 points)</li> </ul>	2.5	5	
<ul style="list-style-type: none"> <li>Bidder has successfully completed 3 building related projects (15 points)</li> </ul>	5	15	
<ul style="list-style-type: none"> <li>Bidder has successfully completed 4 building related projects (30 points)</li> </ul>	5	20	
<ul style="list-style-type: none"> <li>Bidder has successfully completed 5 or more building related projects (25 points)</li> </ul>	5	25	
<ul style="list-style-type: none"> <li>Bidders has submitted no information or inadequate information to determine the scoring level (score 0)</li> </ul> <p><b>NB: Proof of professional experience: Signed reference letters/ completion certificates in relation to the required services must be attached.</b></p>	0	0	
<b>2. KEY STAFF COMPETENCE:</b>			<b>25</b>
<b>2.1 Site/Project Manager (must be working for the bidder's company with a sworn affidavit)</b>			
<ul style="list-style-type: none"> <li>Academic Qualification: BTECH/QS/ND: Building or BTECH/ND: Civil Eng. = 5 points</li> </ul>	1	5	
<ul style="list-style-type: none"> <li>NQF Level 5 Certificate in Labour Intensive Construction Methods. (5 points)</li> </ul>	1	5	

<b>2.2 General Foreman (must be working for the bidder's company with a sworn affidavit)</b>			
• Academic Qualification: Grade 12 or equivalent qualification = 2.5 points	1	2.5	
• Experience in general building works or similar projects (1.5 point for experience per year (max. 5 years) (7.5 points)	1	7.5	
<b>2.3 Occupational Health and Safety Officer (must be working for the bidder's company with a sworn affidavit)</b>			
• Accredited Occupational Health & Safety certificate = 5 points	1	5	
<b>Bidders must submit detailed CVs with original certified copies of the required professional qualifications not older than 06 months.</b>			
<b>3. CONSTRUCTION EQUIPMENT:</b>			<b>25</b>
• 1 x TLB = 5 points	1	5	
• Tipper Trucks (2.5 points per tipper truck to a maximum of 2) = 5 points	1	5	
• 1 x Concrete mixer = 5 points	1	5	
• 1 x Bomag roller (walk behind) = 5 points	1	5	
• 1 x Jack Hammer = 5 points	1	5	
<b>Proof of ownership with copies of registration certificates or letter of intent to lease with copies of registration are required in order to score points. Please note for the Bomag roller, Jack Hammer and Concrete Mixer in order to score points bidder should make sure the equipment is listed on the schedule of plant &amp; equipment in the tender document if proof of ownership is not available.</b>			
<b>4. NHBRC: Total= 5 points</b>			<b>25</b>
• Provide proof of NHBRC certificate	1	25	
• Bidders submitted no certificate	0	0	

<b>NB: Tenderers must provide certified copy of registration certificates on NHBRC</b>			
<b>TOTAL</b>			<b>100</b>

**C.2.1.4.4 Local Content**

The Employer promotes the procurement of goods manufactured by local suppliers. The Department of Trade, Industry, and Competition and National Treasury has identified specific designated sectors which require local content compliance. Further details of designated sectors are available on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> and [http://ocpo.treasury.gov.za/Buyers\\_Area/Legislation/Pages/Practice-Notes.aspx](http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx).

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the Employer are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

## Annex C

## Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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

Pula  EU  GBP

## Calculation of local content

## Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1.	Electrical and telcome cables						90,00	3 615			
2.	Steel Products and component of Construction						100,00	5			
3.	Furniture products						85,00	210			
4.	Plastic Pipes and Fittings						100,00	216			
5	Cement						100%	1 424			

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

Date: 20/03/2023

(C25) Average local content % of tender

93,75

**In addition to the above:**

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

C.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the Steel, Furniture, (“the designated sector”) is **indicated in Annexure C** and will include all sub-sectors from the applicable National Treasury Instruction Note.

C.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade, Industry and Competition (DTIC) (Chief Director: Industrial Procurement, tel. 012 394 3927 and email [tmakube@thedtic.gov.za](mailto:tmakube@thedtic.gov.za)) should there be a need to import such raw material or input.

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

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

C.2.1.4.4.5 A bid will be declared non-responsive if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid. Bid will also be declared non-responsive if any line item on Annexure C indicates a local content percentage that is lower than the stipulated thresholds.

C.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> or may contact the local content helpline at telephone number (012) 394 1435. Alternatively, bidders may contact the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 5598 and e-mail [CMatidza@thedti.gov.za](mailto:CMatidza@thedti.gov.za).

C.2.1.4.5 **Compulsory clarification meeting**

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

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

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

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

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

a) N/A

**C.2.1.4.7 Good standing with Bargaining Council**

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

**C.2.3 Check documents**

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

**C.2.7 Clarification meeting**

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

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

**C.2.8 Seek Clarification**

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received all notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

**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 in writing, or necessary to correct errors made by the tenderer.

**C.2.12 Alternative tender offers**

N/A

**C.2.13 Submitting a tender offer**

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

C.2.13.3 1 (One) copy(ies) of the following elements of the bid submission (please refer to **Contents (Volume 3)**) must be submitted separately bound in the same envelope where possible (see C.2.13.5):

Number	Heading
T2.2	Returnable Schedules
C2.2	Bills of Quantities
	All other attachments submitted by bidder

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY” in addition to the aforementioned tender submission details.

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

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

C.2.13.11 The Employer shall formally issue tender documents in electronic format, subject to the following:

- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed and printed as per electronic tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 **Closing time**

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

C.2.16 **Tender offer validity**

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

C.2.16.2

Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of 12 weeks (84 days) after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the Municipal Manager.

C.2.17

**Clarification of tender offer after submission**

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18

**Provide other material**

C.2.18.1

Provide where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million**:

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

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

C.2.18.4

**Municipal Accounts**

In addition to the conditions stated in C.2.1.4.2.k of these tender conditions, tenderers further undertake to fully cooperate with the SM in the provision of appropriate and valid information and / or evidence to enable the SM to determine whether the entity and its directors / members / partners has any municipal arrears greater than 90 days. The SM reserves its rights to make additional enquiries in this regard, with the bidding entity or any municipality or municipal entity.

**C.2.18.5 Compliance with Occupational Health and Safety Act, 85 of 1993**

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

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

C.2.23

**Certificates**

The tenderer is required to submit the following:

C.2.23.1

**Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall separately submit the aforementioned information.

Before making an award the Municipality must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the Municipality, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Municipality via CSD or e-Filing. The Municipality should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

#### C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the SM with the tender submission..

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

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in the **PREFERENCE POINTS CLAIM FORM** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

#### C.2.24 **Proposed Deviations and Qualifications**

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

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

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

## C.3 The Employer's undertakings

### C.3.2 Issue Addenda

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

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

### C3.4 Opening of tender submissions

The location for opening of the tender offers is at the address as stated on the General Tender Information page.

### C.3.8 Test for responsiveness

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

### C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 unless there is clear evidence to the contrary that the amount in figures is correct (such as alignment between the amount in fissures and the priced bills of quantities).

C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further arguments, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

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

### C.3.10 Clarification of a tender offer

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer that does not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Bid Evaluation Committee using any means as appropriate.

C.3.11 **Evaluation of tender offers**

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2022 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 80/20 preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **PREFERENCE POINTS CLAIM FORM** (where preferences are granted in respect of Specific Goals as indicated) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **PREFERENCE POINTS CLAIM FORM** shall apply in all respects to the tender evaluation process and any subsequent contract.

C.3.11.4 **Risk Analysis**

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following objective criteria:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents.

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

C.3.13 **Acceptance of tender offer**

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

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

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the Municipality as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the Municipality;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

C.3.13.2 The Employer shall notify the successful tenderer in writing of the decision of the Employer’s Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee’s decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

**C.3.17 Provide copies of the contract**

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

**C.3.19 Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

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

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

**Annex C**  
(normative)  
**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.

## **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.

#### **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.

### **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 applicable, the total of his prices, number of points claimed for its specific goals as indicated 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 specific goals as indicated. 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.

### **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.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
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.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

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

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification

- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

### **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.

**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.

**Annex G**  
(normative)

**Alpha-numeric associated with the Contractor Grading Designations**

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in CIDB Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

**Table G1: Contractor grading designations and associated parameters applicable after 01 April 2021**

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum value of contract that a contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	130 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

**Table G2: Classes of construction work**

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

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

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

**TENDER**  
**PART T2: RETURNABLE DOCUMENTS**

<b>T2.1</b>	<b>List of Returnable Documents</b>	<b>35 – 36</b>
<b>T2.2</b>	<b>Returnable Schedules</b>	<b>37 – 81</b>

## T2.1 List of Returnable Documents

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

### 1. Returnable Schedules that will be incorporated into the Contract

1:	COMPULSORY ENTERPRISE QUESTIONNAIRE	38
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	38 – 42
3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	43 – 44
4:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	45 – 46
5:	DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	47 – 50
6:	PREFERENCE POINTS CLAIM FORM (where preferences are granted in respect of B BEE contribution)	51 – 57
7:	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	58 – 60
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17:	CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION	74
18:	PRELIMINARY PROGRAMME	75
19:	PROPOSED WORK PLAN	76
20:	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	77
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23:	PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	79
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25:	INFORMATION TO BE PROVIDED WITH THE TENDER	82

# T2.2 Returnable Schedules

**SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
<b>Section 1a: Name of enterprise:</b>	
<b>Section 1b: Trading as</b> (if different from above)	
<b>Section 1c: Type of Entity</b> (please select an option)	Individual / Sole Proprietor
	Closed Corporation
	Company
	Partnership / Joint Venture
	Trust
	Other:
<b>Section 1d: Postal address</b>	
<b>Section 1e: Physical address</b> (Chosen as domicillium citandi et executandi)	
<b>Section 1f: Details of authorised representative of tenderer</b>	Title: Full Name:
	Tel no: Fax no:
	Cellular no:
	Email address:
<b>Section 2: VAT registration number, if any:</b>	
<b>Section 2a: National Treasury Central Supplier Database registration no.:</b>	
<b>Section 2b: SARS Tax Compliance Status PIN :</b>	
<b>Section 2c: Senqu Municipality Supplier Database registration no. :</b>	

<b>Section 3: cidb registration no (if applicable):</b>	
<b>Section 4: Particulars of sole proprietors and partners in partnerships</b>	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
<b>Section 5: Particulars of companies and close corporations</b>	
Company registration number	
Close corporation number	
Tax reference number	

<b>Section 6: Foreign Bidding Suppliers</b>	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign
<b>Questionnaire to Bidding Foreign Suppliers</b>	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No

d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;</p> <p>confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;</p> <p>confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;</p> <p>confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and</p> <p>i) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</p>	

Signed

Date

Name

Position

Enterprise  
name

**SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting this tender for in response to the invitation for the tender made by the Municipality, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Tenderer)

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

<sup>1</sup>Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....  
Signature

.....  
Date

.....  
Name

.....  
Position

**SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES / PARTNERSHIPS / CONSORTIAM**

**This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.**

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms \_\_\_\_\_, of the authorised entity \_\_\_\_\_, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
  - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
  - 2.2 agree that the SM shall make all payments in terms of this Contract into the following bank account of the Lead Partner:  
 Account Holder: \_\_\_\_\_  
 Financial Institution: \_\_\_\_\_  
 Branch Code: \_\_\_\_\_  
 Account No.: \_\_\_\_\_
  - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the SM shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the SM is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the SM of the details of the new bank account into which it is required to make payment.
  - 2.4 agree that they shall be jointly and severally liable to the SM for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the SM as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excision and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM			
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY	Percentage contribution
Lead partner		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%

		Signature..... Name..... Designation.....	%
--	--	---	---

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

If the above schedule is does not provide sufficient space to capture all the joint venture details, please append all details to this schedule. A copy of the Joint Venture Agreement, clearly showing the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer/Contractor

**SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

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

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

2.5.1	If so, furnish particulars:
-------	-----------------------------

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer/Contractor

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

- 1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of tenderer or his or her representative:.....
- 3.2 Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
- 3.4 Company or Close Corporation Registration Number: .....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars. ....
  - .....
- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
  - 3.9.1 If yes, furnish particulars
  - .....
  - .....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  
**YES / NO**
  - 3.10.1 If yes, furnish particulars.
  - .....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the Municipality in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars .....

3.16 Do you have any employee/s who was/were in the service of the Municipality at a level of ???? or higher at the time they left the employ of the Municipality, and who was involved in any of the Municipality's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars .....

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (PRINT)

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

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

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

<sup>2</sup> *Shareholder* means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

**SCHEDULE 6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022(MBD 6.1 amended)**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS AS INDICATED**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

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

1.3  
1.4 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability</b>	<b>10</b>
<b>Points for Locality (Contractors domiciled in the Senqu Local Municipality)</b>	<b>10</b>
<b>Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)</b>	<b>5</b>
<b>Points for Locality (Contractors domiciled in the Eastern Cape Province)</b>	<b>2</b>
<b>Points for Locality (Contractors domiciled outside the Eastern Cape Province)</b>	<b>0</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.6 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that for historically disadvantaged persons by unfair discrimination based on race, gender or disability are not claimed.

1.7 Documents Considered for claiming points based on locality

1.8

- 1.9 The Following Documents needs to be submitted with the bid to ensure that Where the tenderer is the owner of the property of the business: (1) Municipal account registered in the name of the tenderer; • Where the tenderer is not the owner of the property of the business: (1) A valid lease agreement; or (2) Affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost. (3) Where the tenderer is the owner of the property of the business that is not yet formalised: 1) Proof of Adress by Local Ward Councillor confirming that the owner is indeed operating a business from the premises
- 1.10 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

**4. POINTS AWARDED FOR PRICE**

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

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

**80/20** or **90/10**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

**4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**

**4.3 POINTS AWARDED FOR PRICE**

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

**80/20** or **90/10**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

5.1 In terms of the Municipalities specific goals as indicated , municipal specific goals for preference points which must be awarded to a bidder for Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
§ Points for HDI status (100% Black owned)	6	3
§ Points for 50% and greater Women's Equity	3	1,5
§ Points for person with Disability	3	1,5
§ Points for 50% and greater owned Youth firm	2	1
§ Points for Locality (Contractors domiciled in the Eastern Cape Province)	2	1
§ Points for Locality (Contractors domiciled in the Joe Gcabi District Municipality)	2	1
§ Points for Locality (Contractors domiciled in the Senqu Local Municipality)	2	1
		0
<b>Total Points</b>	<b>20</b>	<b>10</b>

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms the specific goal codes as listed in schedule 6 of this document, bullet point 1.4

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**  
**Municipality where business is situated:** .....  
**Registered Account Number:** .....  
**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

**SCHEDULE 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION - NA**

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

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

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the SM or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

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

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

---



---



---



---

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

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

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the SM is expected to be transferred out of the Republic? (Please mark with X)

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

4.1 If YES, furnish particulars below


The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
 Signature  
 Print name:  
 On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
 Date

**SCHEDULE 8: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

N/A



**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 10: MUNICIPAL ACCOUNTS' STATUS**

**To: THE MUNICIPAL MANAGER, SENQU MUNICIPALITY**

**From:** \_\_\_\_\_  
 (Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the Senqu Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) hereby agrees to provide evidence in the form of current municipal accounts that will enable the SM to evaluate the municipal accounts statuses of the entity and its directors / members / partners.
- c) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical <b>Business</b> address of the Tenderer	Municipal Account number(s)

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

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

\_\_\_\_\_  
 Signature  
 Print name:  
 On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
 Date

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 11: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION**

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

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

**Declaration in respect of labour legislation**

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

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 12: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION**

**OHSAS 18001**

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No: .....

**NRS 040-3:2002**

Where a person has been authorised, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	<b>Name of Responsible Person</b>	<b>Certificate Number</b>	<b>Certificate Date</b>	<b>Copy of Certificate (Y/N)</b>
1				
2				
3				
4				
5				

**SIGNED ON BEHALF OF TENDERER:** .....





**Bid No 16 / 2022 – 2023 T**  
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**SCHEDULE 15: SCHEDULE OF WORK EXPERIENCE OF TENDERER**

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to it and those currently being undertaken.

EMPLOYER (NAME, TEL No. AND EMAIL ADDRESS)	PRINCIPAL AGENT (NAME, TEL No. AND EMAIL ADDRESS)	PROJECT NAME & NATURE OF WORK	VALUE OF WORK R(m)	START & COMPLETION DATE
<b>COMPLETED CONTRACTS</b>				
<b>CURRENT CONTRACTS</b>				

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

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SIGNED ON BEHALF OF TENDERER: .....**

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 16: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY: N/A**

The tenderer shall insert in the spaces provided below a list of similar completed contracts and those currently being undertaken where the equipment offered has been supplied. Attach additional pages if more space is required.

**MANUFACTURER**

EMPLOYER (NAME, TEL No. AND EMAIL ADDRESS)	PRINCIPAL AGENT (NAME, TEL No. AND EMAIL ADDRESS)	PROJECT NAME & NATURE OF WORK	VALUE OF WORK R(m)	START & COMPLETION DATE
<b>COMPLETED CONTRACTS</b>				
<b>CURRENT CONTRACTS</b>				

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 17: DETAILS OF QUALIFICATIONS AND STAFF EXPERIENCE OF STAFF**

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

<b>SITE AGENT / CONSTRUCTION MANAGER</b>	<b>NAME: .....NQF LEVEL.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

<b>GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR</b>	<b>NAME: .....NQF LEVEL.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

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

**SIGNED ON BEHALF OF THE TENDERER:** .....

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**SCHEDULE 18: SCHEDULE OF CONSTRUCTION EQUIPMENT**

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

**CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE**

DESCRIPTION, SIZE, CAPACITY	NUMBER

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**CONSTRUCTION EQUIPMENT ON ORDER – N/A**

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

**CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 19: DETAILS OF TENDERER'S WORKSHOP FACILITIES: N/A**

The tenderer shall state below what technical support centres and repair facilities for the tenderer and/or manufacturer will be available for this Contract and for post contract support.

Technical Support Centre: .....

.....

.....

Repair facilities: .....

.....

.....

Address .....

.....

.....

.....

Number of Artisans Normally  
Employed by Firm .....

.....

Number of Technically Qualified  
Persons Employed .....

Spares held in stock:

.....

.....

.....

.....

.....

.....

.....

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

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 20: PRELIMINARY PROGRAMME**

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

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

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 21: PROPOSED WORK PLAN**

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

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

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 22: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 23: HEALTH AND SAFETY PLAN**

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

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

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
**Tender Description: Construction of Herschel Community Hall.**

**SCHEDULE 24: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER**

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

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

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 25: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		
<b>9.</b>		
<b>10.</b>		

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 16 / 2022 – 2023 T**  
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**SCHEDULE 26: INFORMATION TO BE PROVIDED WITH THE TENDER**

The following information shall be provided with the Tender:

- a. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules (Section C3.11).
- b. Drawings and Samples (Section C3.12)

Drawings and samples that may be required to be furnished by it and the drawings and samples shall be duly marked so as to connect them with the tender to the satisfaction of the Employer's Agents. Particulars of the drawings to be furnished with the tender are given in the Specification and the Schedules.

If the tender is accepted, the drawings shall be re-submitted for approval and after being approved will form part of the contract.

- c. The Schedule of Type Tests completed (Section C3.13).
- d. Maintenance manual of equipment offered.
- e. Quality assurance plan.

**SIGNED ON BEHALF OF TENDERER:** .....

**CONTRACT**  
**PART C1: AGREEMENT AND CONTRACT DATA**

<b>C1.1</b>	<b>Form of Offer and Acceptance</b>	<b>82– 85</b>
<b>C1.2</b>	<b>Contract Data (data provided by the Employer)</b>	<b>86– 92</b>
<b>C1.3</b>	<b>Construction Guarantee</b>	<b>94– 96</b>
<b>C1.4</b>	<b>Adjudicator’s Contract</b>	<b>97– 98</b>
<b>C1.5</b>	<b>Insurance Broker’s Warranty</b>	
<b>C1.6</b>	<b>Contract of Temporary Employment as Community Liaison Officer</b>	<b>111</b>

# C1.1 Form of Offer and Acceptance

## Offer

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

**Construction of Herschel Community Hall:**  
**Bid No.: TECH/MIG: 16 / 2022 – 2023 T**

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

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

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

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the 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.

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

Name \_\_\_\_\_ Capacity \_\_\_\_\_

**for the tenderer**

(Name and address of organization) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and signature of witness \_\_\_\_\_  
\_\_\_\_\_

**Acceptance**

**Construction of Herschel Community Hall:**

**Bid No.: TECH/MIG: 16 / 2022 – 2023 T**

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature (s)		
Name(s)		
Capacity		
For the Employer	Date	
Name and Address of the Employer	Senqu Local Municipality 19 Murray Street Lady Grey 9577	
Name and signature of witness		Date

## Schedule of Deviations

**Notes:**

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

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	

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

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

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**Tender Description: Construction of Herschel Community Hall.**

## **C1.2 Contract Data**

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

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

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

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

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

<b>Clause</b>	<b>Additions, deletions and alterations</b>
1.1	Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording: <b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. <b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data. <b>CONSTRUCTION PERIOD</b> means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion. <b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein. <b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work. <b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance. <b>SCHEDULE</b> means the variables listed in the Contract Data.
1.6.4	Delete sub-clause 1.6.4
3.5	Delete sub-clause 3.5
3.6	Delete sub-clause 3.6.
3.9	Delete sub-clause 3.9
3.10	Delete sub-clause 3.10
15.1.1	Delete sub-clause 15.1.1
21	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:  The <b>principal agent</b> and the <b>contractor</b> shall appoint a <b>selected subcontractor</b> in accordance with the provisions of the Scope of Work.
30.1	Replace reference to 36.3 at end of sentence with 36.0

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31.1	Add: Payment for works identified in the scope of works as being labour intensive shall only be made in accordance with the provision of contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non- payment for such works shall not relive the contractor in any way from his obligations either in contract or in delict.
31.12	Delete "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a <b>tax</b> invoice for the amount due."
32.12	Delete sub-clause
34.13	Delete the words in sub-clause 34.13 "subject to the <b>employer</b> giving the <b>contractor</b> a <b>tax</b> invoice for the amount due"
40.0 (41)	Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:  40.1# Should any dispute between the <b>employer</b> , his <b>agents</b> or <b>principal agent</b> on the one hand and the contractor on the other arise out of this <b>agreement</b> , such dispute shall be referred to adjudication.  40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The <b>adjudicator</b> shall be appointed in terms of the Adjudicators Agreement set out in C1.4.  40.3# If provided in the <b>schedule</b> , a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.  40.4# If the <b>schedule</b> provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.
12.1 (41.0)	Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the <b>state</b> and replace " <b>contractor</b> " in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
12.2 (41.0)	Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the <b>contractor</b> is responsible for insurances, the <b>contractor</b> shall ....."
11.1 (41.0)	Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the <b>state</b> .
41.0	Delete the definitions for <b>CONSTRUCTION PERIOD</b> and <b>INTEREST</b> in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)

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41.0	Delete in the <b>state</b> clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non- <b>state</b> clauses will apply to the <b>contract</b>
41.0	Delete in the <b>state</b> sub-clause 10.3 . Sub-clause 10.3 of the non- <b>state</b> clauses will apply to the <b>contract</b>
41.0	Add sub-clause 32.15 and 34.3 to 5.1.2
41.0	Add in the following clause to 41.0 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the <b>employer</b> or the <b>contractor</b> , or for any reason whatsoever, the <b>contractor</b> shall <b>on</b> written instruction, discontinue with the <b>works</b> on a stated date and withdraw himself from the <b>site</b> . The contractor shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

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**Part 1: Contract Data completed by the Employer**

<u>Clause</u>	<u>Item and data</u>
1.2	<p>The Employer is. <b>Senqu Local Municipality</b></p> <p>The address of the Employer is:            Telephone: 0516030019            Facsimile: 0516030445            Address (physical): 19 Murray Street, Lady Grey, 9755            Address (postal): Private Bag X2, Lady Grey, 9755</p>
5.1	The Principal Agent is:
5.2	<p>Agent (1) is:</p> <p>Telephone:            Facsimile:            Address (physical):              Address (postal).</p>
5.2	<p>Agent (2) is:</p> <p>Agent's service:            Telephone:            Facsimile:            Address (physical):              Address (postal):</p>
5.2	<p>Agent (3) is . . . . .</p> <p>Agent's service . . . . .</p> <p>Telephone: . . . . .</p> <p>Facsimile: . . . . .</p> <p>Address (physical): . . . . .</p> <p>. . . . .</p> <p>Address (postal). . . . .</p> <p>. . . . .</p>

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1.1	<p><u>The <b>Works</b> comprise:</u></p> <p>Construction of the new community hall, new toilet block, Electrical installation including all associated external works.</p>														
1.1	<p><u>The <b>Site</b> comprise .....</u></p> <p>Community Hall in Herschel village (ward 13) in Lady Grey, Senqu Local Municipality</p>														
1.1 22.2	<p>The <b>Works</b> or installations to be undertaken by <b>direct contractors</b> comprises .....</p> <p>N/A</p>														
41.0 31.11.2 11.2 31.4.2 26.1.2	<p><i>The Employer is an organ of <b>State</b></i></p> <ul style="list-style-type: none"> <li>• The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.</li> <li>• Lateral support insurance is not to be effected by the <b>contractor</b></li> <li>• Payment will be made for materials and goods</li> <li>• Extended <b>defects</b> liability period will apply to the following elements:  .....</li> </ul>														
15.2.1	<p>Possession of the <b>site</b> is to be given within ten days of the <b>contractor</b> providing the <b>employer</b> with <b>construction guarantees</b> in accordance with the provisions of 14.0.</p>														
15.3	<p><i>The period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the site is ten <b>working days</b>.</i></p> <p><i>For the <b>works</b> as a whole:</i>  The date for <b>practical completion</b> is 06 (six) calendar months from the date of site handover  The <b>penalty</b> for failing to complete the Works is R <b>1 500.00</b> per calendar day.  or  <b>The date for practical completion and the penalty per calendar day is as follows:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><b>Section</b></th> <th style="text-align: center;"><b>Date</b></th> <th style="text-align: center;"><b>Penalty Amount</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><i>Section 1</i></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><i>Section 2</i></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;"><i>Section 3</i></td> <td></td> <td></td> </tr> </tbody> </table>			<b>Section</b>	<b>Date</b>	<b>Penalty Amount</b>	<i>Section 1</i>			<i>Section 2</i>			<i>Section 3</i>		
<b>Section</b>	<b>Date</b>	<b>Penalty Amount</b>													
<i>Section 1</i>															
<i>Section 2</i>															
<i>Section 3</i>															

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1.2	<i>The law applicable to the agreement shall be that of the Republic of South Africa.</i>  <b>Applicable labour laws:</b> <i>The Ministerial Determination, Special Public works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the minister of Labour in Government Notice No. R63 of 25 January 2002, as reproduced below (see attached guidelines from page 7) shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i>
10.1; 10.2 and 12.1	<i>Contract insurance is to be effected by the <b>contractor</b>.</i>
10.1 10.2 12.1	<i>Contract works insurance is to be effected by the <b>contractor</b> for a sum not less than the <b>contract sum</b> with a deductible in an amount that the <b>contractor</b> deems appropriate.</i>
10.1 10.2 12.1	<i>The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.</i>
11.1, 12.1	<i>Public liability insurance to be effected by the <b>contractor</b> for the sum of R 5000 000 per claim with a deductible in an amount that the <b>contractor</b> deems appropriate.</i>
11.2, 12.1	<i>Support insurance to be effected by the <b>contractor</b> for the sum of .....with a deductible in an amount that the <b>contractor</b> deems appropriate.</i>
3.3, 15.1.3, 31.16.2	<i>A waiver of the <b>contractor's</b> lien or right of continuing possession is required.</i>
3.7	<i>Three copies of the construction document are to be supplied to the <b>contractor</b> free of charge.</i>
3.4	<i>JBCC Engineering General Conditions are not to be included in the contract document.</i>
31.5.3	<i>The contract value is not to be adjusted using CPAP indices.</i>
31.3	<i>There is no latest day of the month for the issue of an interim payment certificate.</i>
14.5	<i>The employer will not provide advanced payments against an advanced payment guarantee</i>
14.2 and 14.4	<i>The <b>construction guarantee</b> is to be a fixed guarantee in an amount of 10% of the contract sum.</i>
40.0	<i>Dispute resolution shall be by adjudication</i>



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**C1.3 Construction Guarantee**

**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means .....

Physical address .....

Guarantor's signatory 1 ..... Capacity .....

Guarantor's signatory 1 ..... Capacity .....

Employer means **Senqu Local Municipality**

Contractor means .....

Agent means

Works means Construction of Herschel Community Hall.  
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Site means Herschel Community Hall (Ward 13) in Lady Grey, Senqu Local Municipality

Agreement means the JBCC Series 2000 Principal Building Agreement

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

Amount in figures R .....

Amount in words ..... (Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words ..... (Rand)

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

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

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- 2 The Guarantor hereby acknowledges that:
  - 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
  - 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
  - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
  - 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
  - 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
  - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court

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of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..... Date .....

Guarantor's Signatory 1 ..... Signatory 2 ..... Guarantor's

Witness 1 ..... Witness 2 .....

Guarantor's seal or stamp

**C1.4 ADJUDICATOR'S CONTRACT**

This agreement is made on the ..... day of ..... between:

.....(name of company / organisation)  
of .....  
..... (address) and  
..... (name of company / organisation)  
of .....  
..... (address) (the Parties) and  
..... (name)  
of .....  
..... (address)

**(the Adjudicator)**

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

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

\* Delete as necessary

**IT IS NOW AGREED** as follows:

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

**SIGNED by:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

**SIGNED by:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

**SIGNED by:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
the Adjudicator in the presence of

Witness \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Name \_\_\_\_\_

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

**Contract Data**

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

\* Delete as necessary.

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## Part C2: Pricing Data

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	<b>Pages</b>
<b>C2.1 Pricing Assumptions.....</b>	<b>99 – 100</b>
<b>C2.2 Bills of Quantities.....</b>	<b>101 – 102</b>

## C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Bills of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate should be entered against each item in the Bills of Quantities, whether the quantities are stated or not. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
10. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

11. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
11. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Bills of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Bills of Quantities.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account.

The pages of the issued Bills of Quantities should not be removed from the tender document.

12. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.

The following bills in Part C2.2 Bills of Quantities are deemed applicable to the following categories for the purposes of Contract Price Adjustment.

## C2.2 Bills of Quantities

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT' REFER TO THE BILL OF QUANTITY**

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
				SECTION NO. 1				
				BILL NO. 1				
				PRELIMINARIES				
	1	1	118	NOTES	H1			
	1	1	118	i)The agreement is to be the JBCC Series 2000 Principal Building Agreement, Edition 4.1 Code 2101, March 2005, and other contract documents that together form the contract between the employer and contractor				

1	1	118	ii)The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, May 2005 edition and shall be deemed to be incorporated herein
1	1	118	iii)Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary
1	1	118	iv)Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as

			will apply are given under each relevant clause heading
1	1	118	v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")
1	1	118	vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time

1	1	119	SECTION A: PRINCIPAL BUILDING AGREEMENT	H2			
1	1	119	Definitions (A1)	H3			
1	1	119	1 Definitions and interpretation (clause 1)	Item	0		
			F:..... V:..... T:.....				
1	1	119	Objective and Preparation (A2)	H3			
1	1	119	2 Offer acceptance and performance (clause 2)	Item	0		
			F:..... V:..... T:.....				
1	1	119	Preparation (A3-A14)	H3			
1	1	119	3 Documents (clause 3)	Item	0		
			F:..... V:..... T:.....				
1	1	119	4 Design responsibility (clause 4)	Item	0		
			F:..... V:..... T:.....				

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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	119	5	Employer's agents (clause 5)  F:..... V:..... T:.....	Item	0		
1	1	119	6	Site representative (clause 6)  F:..... V:..... T:.....	Item	1		
1	1	119	7	Compliance with regulations (clause 7)  F:..... V:..... T:.....	Item	1		
1	1	119	8	Works risk (clause 8)  F:..... V:..... T:.....	Item	1		
1	1	119	9	Indemnities (clause 9)  F:..... V:..... T:.....	Item	0		

1	1	119	10	Works insurances (clause 10)	Item	1
				F:..... V:.....		
				T:.....		
1	1	120	11	Liability insurances (clause 11)	Item	0
				F:..... V:..... T:.....		
1	1	120	12	Effecting insurance (clause 12)	Item	0
				F:..... V:.....		
				T:.....		
1	1	120	13	State Provisions (clause 13)	Item	0
				F:..... V:..... T:.....		
1	1	120	14	Security (clause 14)	Item	1
				F:..... V:..... T:.....		
1	1	120		Execution (A15-A23)	H3	

1	1	120	15	Preparation for and execution of the works (clause 15) fixed F:..... V:..... T:.....	Item	0			
1	1	120	16	Access to the works (clause 16) F:..... V:..... T:.....	Item	1			
1	1	120	17	Contract instructions (clause 17) F:..... V:..... T:.....	Item	0			
<b>Total Carried Forward</b>									

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	120	18	Setting out of the works (clause 18) F:..... V:..... T:.....	Item	0		
1	1	120	19	Assignment (clause 19) F:..... V:..... T:.....	Item	0		

1	1	120	20	Nominated subcontractors (clause 20)	Item	0
				F:..... V:..... T:.....		
1	1	120	21	Selected subcontractors (clause 21)	Item	0
				F:..... V:..... T:.....		
1	1	120	22	Employer's Direct Contractors (clause 22)	Item	0
				F:..... V:..... T:.....		
1	1	121	23	Contractor's Domestic Sub-Contractors (Clause 23)	Item	0
				F:..... V:..... T:.....		
1	1	121		Completion (A24-A30)	H3	0
1	1	121	24	Practical completion (clause 24)	Item	0
				F:..... V:..... T:.....		

1	1	121	25	Works completion (clause 25) F:..... V:..... T:.....	Item	0	
1	1	121	26	Final completion (clause 26) F:..... V:..... T:.....	Item	0	
1	1	121	27	Latent defects liability period (clause 27) F:..... V:..... T:.....	Item	0	
1	1	121	28	Sectional completion (clause 28) F:..... V:..... T:.....	Item	0	
1	1	121	29	Revision of date of practical completion (clause 29) F:..... V:..... T:.....	Item	0	

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	121	30	Penalty for non-completion (clause 30)  F:..... V:..... T:.....	Item	0		
1	1	121		Payment (A31 - A35)	H3	0		
1	1	121	31	Interim payment to the contractor (clause 31)  Clause 31.9 has been ammended to read that the employer shall pay the contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date of issue of the payment certificate  F:..... V:..... T:.....	Item	0		
1	1	121	32	Adjustment to the contract value (clause 32)  F:..... V:..... T:.....	Item	0		
1	1	122	33	Recovery of expense and loss (clause 33)  F:..... V:..... T:.....	Item	0		

1	1	122	34	Final account and final payment (clause 34)	Item	0
				F:..... V:..... T:.....		
1	1	122	35	Payment to other parties (clause 35)	Item	0
				F:..... V:..... T:.....		
1	1	122		Cancellation (A36-A39)	H3	0
1	1	122	36	Cancellation by employer - contractor's default (clause 36)	Item	0
				F:..... V:..... T:.....		
1	1	122	37	Cancellation by employer - loss and damage (clause 37)	Item	0
				F:..... V:..... T:.....		
1	1	122	38	Cancellation by contractor - employer's default (clause 38)	Item	0
				F:..... V:..... T:.....		
1	1	122	39	Cancellation - cessation of the works (clause 39)	Item	0
				F:..... V:..... T:.....		

1	1	122	Dispute (A40)	H3	0		
1	1	122	40 Dispute Settlement (clause 40) F:..... V:..... T:.....	Item	0		

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	122		Contract variables (A42)	H3			
1	1	122		THE SCHEDULE	H3			
1	1	122		Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder				
1	1	122	41	Pre-tender information (clause 42) F:..... V:..... T:.....	Item	0		
1	1	123		42.1 CONTRACTING AND OTHER PARTIES	H3			

1	1	123	42.1.1 Employer Senqu Local Municipality 19 Murray Street Lady Grey, 9755 Tell: (051) 603 0019 Fax: (051) 603 0445					
1	1	123	42.1.2 Principal Agent:					
1	1	123	41.1.3 Agents service:					
1	1	123	42.1.4 Agent 2 :					
1	1	123	42.1.5 Agent's Service : Agent 3:					

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	123		42.1.6 Agent's Service : Agent 4:		0		
1	1	124		42.1.7 Agent Service		0		
1	1	124		42.2 CONTRACT DETAILS	H3	0		
1	1	124		42.2.1 Works Description :  Construction of New Community hall, new toilet block, fencing, Electrical installation and associated external works		0		
1	1	124		42.2.2 Site Description:		0		
1	1	124		42.2.3 Work or installations by direct contractors  To be advised		0		
1	1	124		42.2.4 See Contract Data		0		
1	1	124		42.2.5 Possession of the site shall be given to the contractor immediatly after signing of contract		0		
1	1	124		42.2.6 The period for commencement of the works will be 5 (five) working days		0		

1	1	124	42.2.7 The intended date of practical completion and the penalty for each day of non-completion:  Contract Period: Seven (07) calendar months (Exclusive of Builders Shut Down and Statutory Holidays) from date of site handover  Penalty Amount: R 1 500,00 per calender day.			0
1	1	124	42 42.2.8 Completion in sections:  F:..... V:..... T:.....	N/A		0
1	1	124	42.2.9 The law of the Republic of South Africa will Apply			0
1	1	125	42.3 INSURANCES	H3		0

1	1	125	43	42.3.1 Contract Works Insurances to be effected by the Contractor for the Contract Sum plus 10%, the contractor is responsible in any event for the deductible  F:..... V:..... T:.....	Item	0		
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	125	44	42.3.2 Supplementary Insurance Required : Yes Contract Sum plus 10% the contractor is responsible in any event for the deductible  F:..... V:..... T:.....	Item	0		

1	1	125	45	42.3.3 Public Liability Insurance to be effected by the Contractor  For the sum of R 5 000 000.00 (Five Million Rand)  the contractor is responsible in any event for the deductible  F:..... V:..... T:.....	Item	0
1	1	125	46	42.3.4 Support insurance to be effected by the Employer  With a deductible of R ..... (to be completed by the Contractor)	N/A	0
1	1	125		42.4 DOCUMENTS	H3	0
1	1	125	47	42.4.1 Waiver of Contractors Lien is required  The Employer will not be providing payment guarantee for the waiver of the Contractors lien or right of continuing possession of the site.  F:..... V:..... T:.....	Item	0

1	1	126	48	42.4.2 Construction Document copies to be supplied: 3 (Three) copies F:..... V:..... T:.....	Item	0		
1	1	126	49	42.4.3 Bills of Quantities to be drawn up in accordance with Sixth Edition of the Standard System of Measuring Building Works including latest amendments F:..... V:..... T:.....	Item	0		
1	1	126	50	42.4.4 The bills of quantities is a returnable document and therefore it must be returned fully priced in black ink F:..... V:..... T:.....	Item	0		
1	1	126	51	42.4.5 JBCC General Engineering Conditions to be included in contract documents : No	N/A	0		

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	126	52	<p>42.4.6 Contract Value to be Adjusted using Escalation Indices :</p> <p>The contract will be adjusted in terms of the JBCC Contract Price Adjustment Provisions.</p> <p>Selected Specialist work will be put out to tender on a fixed sum contract basis. This will be clearly indicated within the respective tender documents.</p> <p>F:..... V:..... T:.....</p>	N/A	0		
1	1	126		<p>42.4.7 Details of changes made to the provision of JBCC standard documentation:</p> <p>Validity period for tenders is hereby changed from 45 calendar days to 120 calendar days</p> <p>Payment period is hereby changed from 21 calendar days to 30 calendar days</p>		0		
1	1	127		SECTION B: PRELIMINARIES	H2	0		
1	1	127		Definition and interpretation (B1)	H3	0		
1	1	127		Bills of Quantities (1.1)		0		

1	1	127	53	Definition and interpretation (B1.1 - B1.6.5)	Item	0
				F:..... V:..... T:.....		
1	1	127	54	Items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by, the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors (1999 edition), and no claim/s arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.	Item	0
				F:..... V:..... T:.....		
1	1	127		Documents (B2)	H3	0
1	1	127	55	Checking of documents (B2.1)	Item	0
				F:..... V:..... T:.....		
1	1	127	56	Provisional bills of quantities (B2.2)	Item	0
				F:..... V:..... T:.....		
1	1	127	57	Availability of construction documentation (B2.3)	Item	0
				F:..... V:..... T:.....		

1	1	127	58	Interests of agents (B2.4)	Item	0		
				F:..... V:..... T:.....				

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								

1	1	127	59	Priced documents (B2.5) F:..... V:..... T:.....	Item	0		
1	1	127	60	Tender submission (B2.6) F:..... V:..... T:.....	Item	0		
1	1	128		The site (B3)	H3	0		
1	1	128	61	Defined works area (B3.1) F:..... V:..... T:.....	Item	0		
1	1	128	62	Geotechnical investigation (B3.2) F:..... V:..... T:.....	Item	0		
1	1	128	63	Inspection of the site (B3.3) F:..... V:..... T:.....	Item	0		
1	1	128	64	Existing premises occupied (B3.4) F:..... V:..... T:.....	Item	0		
				Previous work - dimensional accuracy (B3.5) F:..... V:..... T:.....				

1	1	128	65	Previous work - defects (B3.6)	Item	0		
				F:..... V:..... T:.....				
1	1	128	66	Services - known (B3.7)	Item	0		
				F:..... V:..... T:.....				
1	1	128	67	Services - unknown (B3.8)	Item	0		
				F:..... V:..... T:.....				
1	1	128	68	Protection of trees etc (B3.9)	Item	0		
				F:..... V:..... T:.....				
1	1	128	69	Articles of value (B3.10)	Item	0		
				F:..... V:..... T:.....				
1	1	128	70	Inspection of adjoining properties etc (B3.11)	Item	0		
				F:..... V:..... T:.....				
1	1	128	71		Item	0		

Total Carried Forward

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	129		Management of contract (B4)	H3	0		
1	1	129	72	Management of the works (B4.1) F:..... V:..... T:.....	Item	1		
1	1	129	73	Programming for the works (B4.2) F:..... V:..... T:.....	Item	0		
1	1	129	74	Progress meetings (B4.3) F:..... V:..... T:.....	Item	0		
1	1	129	70	Technical meetings (B4.4) F:..... V:..... T:.....	Item	0		
1	1	129	76	Labour and plant records (B4.5) F:..... V:..... T:.....	Item	0		

1	1	129	Samples and shop drawings (B5)	H3	0
1	1	129	77 Samples of materials (B5.1)	Item	0
			F:..... V:..... T:.....		
1	1	129	78	Item	0
			Workmanship samples (B5.2)		
			F:..... V:..... T:.....		
1	1	129	79	Item	0
			Shop drawings (B5.3)		
			F:..... V:..... T:.....		
1	1	129	Temporary works and plant (B6)	H3	0
1	1	129	80 Deposits and fees (B6.1)	Item	0
			F:..... V:..... T:.....		
1	1	129	81	Item	0
			Enclosure of the works (B6.2)		
			F:..... V:..... T:.....		

1	1	129	82	Advertising (B6.3) F:..... V:..... T:.....	Item	0		

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward								
1	1	130	83	Plant, equipment, sheds and offices (B6.4) F:..... V:..... T:.....	Item	0		
1	1	130	84	Main notice board (B6.5) F:..... V:..... T:.....	Item	0		
1	1	130	85	Subcontractors notice board (B6.6) F:..... V:..... T:.....	Item	0		
1	1	130		Temporary services (B7)	H3	0		

1	1	130	86	Location (B7.1)	Item	0
				F:..... V:..... T:.....		
1	1	130	87	Water (B7.2)	Item	0
				Alternative A shall apply		
				F:..... V:..... T:.....		
1	1	130	88	Electricity (B7.3)	Item	0
				Alternative A shall apply		
				F:..... V:..... T:.....		
1	1	130	89	Telecommunication equipment (B7.4)	Item	1
				Alternative A shall apply		
				F:..... V:..... T:.....		
1	1	130	78	Ablution facilities (B7.5)	Item	1
				Alternative A shall apply		
				F:..... V:..... T:.....		

1	1	130		Prime cost amounts (B8)	H3	0		
1	1	130	91	Responsibility for prime cost amounts (B8.1)	Item	0		
				F:..... V:..... T:.....				
1	1	130		Attendance on N/S Subcontractors (B9)	H3	0		
1	1	130	92	General attendance (B9.1)	Item	0		
				F:..... V:..... T:.....				

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	131	93	Special attendance (B9.2)	Item	0		
				F:..... V:..... T:.....				
1	1	131	94	Commissioning - Fuel, water and power (B9.3)	Item	0		
				F:..... V:..... T:.....				

1	1	131	Financial aspects (B10)	H3	0
1	1	131	Statutory taxes, duties and levies (B10.1)	Item	0
			F:..... V:..... T:.....		
1	1	131	95 Payment of Preliminaries (B10.2)	Item	0
			F:..... V:..... T:.....		
1	1	131	96 Adjustment of Preliminaries (B10.3)	Item	0
			F:..... V:..... T:.....		
1	1	131	97 Payment certificate cash flow (B10.4)	Item	0
			F:..... V:..... T:.....		
1	1	131	98 Contractor information supply (B10.5)	Item	0
			F:..... V:..... T:.....		

1	1	131	General (B11)					
1	1	131	99 Protection of works (B11.1)	H3	0			
			F:..... V:..... T:.....	Item	0			
1	1	131	100		0			
			Protection/isolation of existing/sectionally occupied works (B11.2)	Item	0			
			F:..... V:..... T:.....					
1	1	131	101		0			
			Site security (B11.3)	Item	0			
			F:..... V:..... T:.....					
1	1	132	102		0			
			Notice before covering work (B11.4)	Item	0			
			F:..... V:..... T:.....					

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT

1	1	132	103	Disturbance (B11.5)	Item	0		
				F:..... V:..... T:.....				
1	1	132	104	Environmental Disturbance (B11.6)	Item	0		
				F:..... V:.....				
				T:.....				
1	1	132	105	Works cleaning and clearing (B11.7)	Item	1		
				F:..... V:..... T:.....				
1	1	132	106	Vermin (B11.8)	Item	0		
				F:..... V:..... T:.....				
1	1	132	107	Overhand work (B11.9)	Item	0		
				F:..... V:..... T:.....				
1	1	132		Schedule of variables (B12)	H3	0		
1	1	132	108	Pre-tender information (B12.1)	Item	0		
				F:..... V:..... T:.....				

1	1	132	12.1.1 Provisional bills of quantities (B2.2) The quantities are provisional: YES			0	
1	1	132	12.1.2 Availability of construction documentation (B2.3) Construction documentation is not complete YES			0	
1	1	132	12.1.3 Interest of agents (B2.4)  See "Bills of Quantities"			0	
1	1	132	12.1.4 Defined works area (B3.1)  To be pointed out to the Contractor on site by the Principal Agent			0	
1	1	132	12.1.5 Geotechnical investigation (B3.2): Available on request			0	
1	1	133	12.1.6 Existing premises occupied (B3.4)			0	

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	133		12.1.7 Services - known (B3.7)  Existing services and points of connection will be pointed out to the Contractor on site by the Principal Agent		0		
1	1	133		12.1.8 Protection of trees (B3.9)  To be pointed out to the Contractor on site by the Principal Agent		0		
1	1	133		12.1.9 Inspection of adjoining properties (B3.11)  To be confirmed by the Principal Agent		0		
1	1	133		12.1.10 Enclosure of the works (B6.2)  The works shall at all times be hoarded off and protected from unauthorised access. The Contractor is to allow for temporary enclosure of the works by providing and erecting a 1,8m high fence with and including shade netting along the perimeter of the site to shield work from public and for security reasons, and to remove on completion.		0		

1	1	133	<p>12.1.11Offices (B6.4.3)</p> <p>The Contractor shall provide, maintain and remove on completion of the works, a temporary site office and chairs to accommodate at least eight people at any one time and remove on completion of the works. The office shall be kept clean and fit for use at all times.</p>	Item	1
1	1	134	<p>12.1.12Main notice board (B6.5)</p> <p>The Contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3 m high as per Architects detail, constructed of suitable boarding with flat smooth surface and with edging bead 19 mm thick round outer edges and projecting 12 mm 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 12 mm wide dividing lines dark blue. All wording shall be inscribed in black sans serif lettering.</p>	Item	1
1	1	134	<p>12.1.13Subcontractors notice board (B6.6)</p> <p>A notice board is required</p> <p>No</p>		0

1	1	134	12.1.14	Water (B7.2)			0	
				Alternative Selected: A				
1	1	134	12.1.15	Electricity (B7.3)			0	
				Alternative selected: A				
Total Carried Forward								

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	134	12.1.16	Telecommunications (B7.4)		0		
				Alternative selected: A				
1	1	134	12.1.17	Ablution facilities (B7.5)		0		
				Alternative selected: A				
1	1	134	12.1.8	Special attendance (B9.2)		0		
				Subcontractor (1) details:				
				N/A				

1	1	134	12.1.19 Protection of the works (B11.1)			0
			Contractors responsibility			
1	1	135	12.1.20 Protection of existing/sectionally occupied works (B11.2)			0
			Protection is required			
			Yes			
1	1	135	12.1.21 Disturbance (B11.5)			0
			The Contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the Principal Agent.			
1	1	135	109 Post tender information (B12.2)	Item		0
			F:..... V:.....			
			T:.....			

1	1	135	12.2.1 Payment of preliminaries (Please circle the preferred alternative)  Alternative selected:A or B  Notwithstanding the conditions of contract, should option B above be selected and it is deemed that the Contractor is not progressing adequately on site, then the client has the right to interject and pay time related P & G only in proportion to the actual progress of the works			0	
1	1	135	12.2.2 Adjustment of preliminaries (Please circle the preferred option)  Option: A or B			0	
1	1	135	12.2.3 Additional agreed preliminaries items			0	

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	136		SECTION C : SPECIFIC PRELIMINARIES	H1	0		

1	1	136	110	<p>Contract Drawings (C1)</p> <p>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.</p> <p>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.</p> <p>F:..... V:..... T:.....</p>	Item	0
1	1	136	111	<p>Proprietary Products And Trade Names In Descriptions (C2)</p> <p>Wherever a trade name for any product has been described in the bills of quantities / lump sum documents, 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.</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for.</p> <p>F:..... V:..... T:.....</p>	Item	0

1	1	136	112	<p>Imported Materials And Equipment (C3)</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment to be completed by tenderer).</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable).</p> <p>F:..... V:..... T:.....</p>	Item	0
1	1	137	113	<p>Proprietary branded products (C4)</p> <p>The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative.</p> <p>F:..... V:..... T:.....</p>	Item	0

1	1	137	114	Non cession of monies (C5)	Item	0		
				The contractor shall not cede or assign his rights or claims to any monies due or to become due under this contract.				
				F:..... V:..... T:.....				

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	137	115	As built drawings (C6)	Item	0		
				The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the architect and the structural engineer for their records.				
				F:..... V:..... T:.....				

1	1	137	116	<p>Site Instructions (C7)</p> <p>Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor.</p> <p>Instructions issued on site between site meetings are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor. This shall be a carbon triplicate book which must be used only for issue of site instructions.</p> <p>Site instructions to the contractor and sub-contractors may be issued only by the Architect or the consultants and must be issued via the contractor. The architect will remove the original copy of architect's site instructions and will attend to the distribution thereof.</p> <p>The original copy of any other consultant's site instruction shall remain in the site instruction book for later removal by the architect for the distribution thereof.</p> <p>F:..... V:..... T:.....</p>	Item	0		
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1	1	138	117	<p>Labour record (C8)</p> <p>At the end of each week the contractor shall provide the architect with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.</p> <p>F:..... V:..... T:.....</p>	Item	0		
1	1	138	118	<p>Plant record (C9)</p> <p>At the end of each week the contractor shall provide the architect with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item	0		

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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1	1	138	119	<p>Dayworks (C10)</p> <p>Where in the opinion of the quantity surveyor any extra work cannot properly be measured or valued, the contractor will, subject to prior approval by the quantity surveyor, be allowed daywork prices therefor calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the contractor for performing such work.</p> <p>1.The cost to the contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to site; to which net cost 10 per cent (10 %) thereof shall be added.</p> <p>2.The cost of labour to the contractor or sub-contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the Industrial Conciliation Act (where applicable) or any other wage determination applying in the area or any other charge or expense which is normally binding as well as statutory levies to education and training funds as may be applicable relating to the class of labour concerned at the time when and in the area where the daywork is executed: to which labour costs 70 per cent (70 %) in respect of shopfitting, wall and floor tiling, mosaic work and electrical work, 60 per cent (60 %) in respect of plumbing, plastering, joinery and stone masonry and 40 per cent (40 %) in respect of painting and decorating, general builders work and any other trade not specified herein, shall be added.</p> <p>Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular dayworks including any</p>	Item	0		
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			<p>operators operating mechanical plant and transport and erecting and dismantling other plant.</p> <p>If a claim is made that individual workman have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workman had been paid prior to the commencement of the extra work referred to.</p> <p>Time lost due to inclement weather shall be excluded from the time charge.</p> <p>Other Direct costs, being any related direct costs such as mechanical plant and transport, other than costs of material and labour and shall be the net cost thereof without any percentage added.</p> <p>3.The rates for mechanical plant shall be commercial hire rates current at the time of executing the daywork and shall include fuel and insurance costs.</p> <p>The above percentages shall cover head office charges; site staff including site supervision; third party and contractor's public liability insurance; contractor's workmen's compensation and unemployment insurance fund contributions; use, repair and sharpening of non-mechanical hand tools; use of erected scaffolding, staging, trestles and the line; use of tarpaulins, protective clothing, artificial lighting, safety and welfare facilities, storage and the like as may be available on the site; and profit.</p> <p>Supporting vouchers reflecting the time spent and materials used each week shall be delivered for verification to the quantity surveyor not later than twenty one days after the end of the week concerned. Should the contractor fail to submit the vouchers within this time, the quantity surveyor shall determine a fair price for the work.</p> <p>F:..... V:..... T:.....</p>				
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	140	120	<p>Ownership and care of Drawings and Bills of Quantities (C11)</p> <p>All drawings and documents are to be considered the sole property of the consultants and are to be returned to them on completion of the works. The drawings, etc., are to be used by the contractor for the purpose of this contract only. All drawings must be properly cared for, protected and kept in good condition.</p> <p>Any drawings that become bleached, dirty or otherwise obscured or damaged so that they cannot properly be read, must be destroyed and replaced. Any errors due to misreading of damaged or obscured drawings must be made good by the contractor at his sole expense.</p> <p>The contractor shall at all times keep one updated copy of all drawings, bills of quantities, specifications and all other documentation relevant to the work on site at the disposal of the architect and the other consultants.</p> <p>F:..... V:..... T:.....</p>	Item	0		
1	1	140	121	<p>Chases, Etc (C12)</p> <p>The contractor is to obtain all necessary particulars from all sub-contractors as to recesses, chases, sleeves, etc., required, so that they may be correctly built in, in the first place. If the contractor fails to do this, the cost of any alterations or cutting will fall upon him.</p> <p>F:..... V:..... T:.....</p>	Item	0		

1	1	141	122	<p>Mode of Procedure (C13)</p> <p>The tenderer shall allow opposite this clause whatever costs and charges he may consider necessary to meet the stipulated date(s) and for any out of sequence working, inconvenience and all additional costs whatsoever arising therefrom.</p> <p>Notwithstanding anything to the contrary contained herein, the architect at all times reserves the right to direct the order in which the various parts of the contract must be executed. The contractor shall give priority to any individual section or portion of the works that, in the opinion of the architect, requires to be expedited and no claim for extras in this connection will be entertained.</p> <p>Should it appear, in the architect's opinion, that work in any area is not being executed in accordance with programme requirements, the contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to programme to the satisfaction of the architect.</p> <p>F:..... V:..... T:.....</p>	Item	0		
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1	1	141	123	Maintenance Instruction Manuals Etc (C14)	Item	0		
				The contractor shall obtain and hand over to the architect, on practical completion, any operating and maintenance instruction manuals data or instructions required by the architect or provided by manufacturers, suppliers or sub-contractors.				

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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				<p style="text-align: center;">Total Brought Forward</p> <p>In addition the contractor shall ensure that, at completion of the contract, the following drawings and information are submitted to the architect :</p> <p>Water Reticulation Layout-</p> <p>showing the position of the pipe runs, geyser locations, stopcock locations and all other relevant information</p> <p>Fire Services Reticulation Layouts -</p> <p>showing the position of the pipe runs, stopcock locations, valve locations and all other relevant information</p> <p>Plumbing &amp; Drainage Layouts -</p> <p>showing the position of main pipe runs, vent pipes, inspection/access eyes, manhole positions and all other relevant information</p> <p>Copies of the structural engineer's drawings showing the positions of construction breaks and the extent of individual concrete pours are to be maintained for record purposes and are to be submitted to the architects and the structural engineers for their records.</p> <p>F:..... V:..... T:.....</p>				
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1	1	142	<p data-bbox="555 197 1160 225">124 Occupational Health and Safety Specification (C15):</p> <p data-bbox="607 284 1234 424">Tenderers must allow for compliance with all relevant statutory requirements as well as any specific requirements by the client as contained in these documents. Tenderers must note the following requirements and arrangements regarding the Health and Safety requirements.</p> <p data-bbox="607 456 1249 539">A Health and Safety file with the necessary documentation plan and personnel identification is to be supplied by the Contractor and is to be kept on site at all times.</p> <p data-bbox="607 603 1223 743">The contractor will retain the Health and Safety file and continue to update the required documentation by supplying and completing all the necessary and required documentation including the construction application form, the demolition permit, etc.</p> <p data-bbox="607 807 1223 973">Monthly audits on the project in BIFSA format must be done by an approved auditor and all results of these audits are to be kept in the Health and Safety file. The contractor must supply the Principal Agent with the details of the auditor for approval. The contractor must arrange for the audits to be carried out on a monthly basis.</p> <p data-bbox="607 1005 1234 1171">The contractor must supply all documentation required for the Health and Safety file within 7 (seven) days after which a meeting will take place to be attended by the client, the principal agent and the contractor to discuss and agree the contents of the Health and Safety file and all aspects of the Health and Safety plan.</p> <p data-bbox="607 1267 1223 1350">On completion of the project a copy of the Health and Safety file, complete with all documentation, reports, etc. must be handed to the client for record purposes.</p>	Item	1		
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				Total Carried Forward					R0,00
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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			<p>The contractor will be responsible for all costs relating to the implementation and compliance with the Health and Safety Plan, Act, etc. and must allow for all audit costs, maintenance of the Health and Safety file and all pertinent costs.</p> <p>The Contractor shall with reference to the Health and Safety Specifications, and without limiting his obligations in terms of the Occupational Health and Safety Act, 1993, allow for the following items in his costing.</p> <p>Develop Health and Safety Plans for the Contractor and Subcontractors</p> <p>Provide Risk Assessments for the Contractor and Subcontractors</p> <p>Provide and manage resources to implement and maintain the Safety Plans of the Contractor and Subcontractors</p> <p>Comply with all the requirements of the Act and all its regulations and incorporated standards with regards to the design, supply, storage and erection of materials used for temporary and permanent work</p> <p>Comply with all the requirements of the Act and all its regulations and incorporated standards with regards to construction welfare facilities, environmental regulations, housekeeping on construction sites, fire precaution on construction sites, structures, watching, barricading and lighting, site clearance, concrete, etc.</p> <p>Administration, reporting, training, inspections and</p>				
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			<p>monitoring required to implement the Contractor's Health and Safety Plan</p> <p>Internal audits</p> <p>Other Health and Safety obligations</p> <p>F:..... V:..... T:.....</p>				
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1	1	144	HIV/AIDS Awareness (C16)	Item	0		
			<p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C16.1 to C16.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 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.</p> <p>F:..... V:..... T:.....</p>				

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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1	1	144	125	<p>C16.1Awareness Champion</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification.</p> <p>F:..... V:..... T:.....</p>	Item	0		
1	1	144	126	<p>C16.2Awareness Workshops</p> <p>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.</p> <p>F:..... V:..... T:.....</p>	Item	0		
1	1	145	127	<p>C16.3Posters, Booklets, Videos, Etc</p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification.</p> <p>F:..... V:..... T:.....</p>	Item	0		

1	1	145	128	C16.4Access To Condoms	Item	0
				Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification.		
				F:..... V:..... T:.....		
1	1	145	129	C16.5Monitoring	Item	0
				Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification.		
				F:..... V:..... T:.....		
1	1	145	130	C16.6Environmental Management	Item	0
				Compliance with Environmental Management statutory requirements		
				F:..... V:..... T:.....		

1	1	145	131	Local Labour And Local Building Materials (C17)	CONT	0		
1	1	146	1	<b>DEMOLISHING OF EXISTING BUILDING</b>				
				<b>Breaking down and removing brickwork, etc</b>				
				One brick walls				
					m <sup>2</sup>	375	Sum	R249 375,00

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	1	146	136	Labour Intensive Construction Methods (C19) It is an explicit condition of this tender that labour intensive construction methods be adopted on this project where at all possible.  F:..... V:..... T:.....	Item	0		
2	1	150		SECTION NO. 1  BILL NO. 1	H1	0		
2	1	150		EARTHWORKS	H1	0		
2	1	150		PREAMBLES	H2	0		
2	1	150		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.		0		

2	1	150	SUPPLEMENTARY PREAMBLES	H2	0
2	1	150	Proprietary products in descriptions	H3	0
2	1	150	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.		0
2	1	150	Nature of ground	H3	0
2	1	150	The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "hard rock" or "soft rock"		0
2	1	150	Carting away of excavated material	H3	0
2	1	150	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		0
2	1	150	Filling	H3	0
2	1	150	Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material.		0
2	1	151	Dewatering of excavations	H3	0

2	1	151	<p>The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise.</p> <p>Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water.</p>			0	
2	1	151	Density testing on filling	H3		0	
2	1	151	<p>Rates for filling, etc. shall include for all density and soil type testing to prove that the specified compaction is achieved.</p> <p>When additional testing is done on instruction of the Principal Agent and these tests are successful, they will be paid for additionally.</p> <p>Prices for filling are to include for all necessary density tests in accordance with SABS 1200D.</p>			0	
<b>Total Carried Forward To Summary</b>							

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	1	151		Formwork	H3	0		

2	1	151	Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks".		
2	1	151	EXCAVATION, FILLING, ETC		
2	1	151	Excavation in earth not exceeding 2 m deep		
2	1	151	1 Trenches	m <sup>3</sup>	225
2	1	151	Excavation in earth exceeding 2m and not exceeding 4m deep:	H3	
2	1	152	Extra over trench and hole excavations in earth for excavation in	H3	
2	1	152	4 Soft rock	m <sup>3</sup>	120
2	1	152	5 Hard rock	m <sup>3</sup>	90
2	1	152	Extra over all excavations for carting away	H3	
2	1	152	6 Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>	75
2	1	152	Risk of collapse of excavations	H3	
2	1	152	7 Sides of trench and hole excavations not exceeding 1,5 m deep	m <sup>2</sup>	375
2	1	152	8 Sides of trench and hole excavations exceeding 1,5m deep	m <sup>2</sup>	60
2	1	152	Keep excavations free of water	H3	

2	1	152	9	Keeping excavations free of water	Item	1		
2	1	152		Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density	H3			
2	1	152	10	Backfilling to trenches, holes, etc	m <sup>3</sup>	120		
2	1	152	11	Under floors, steps, pavings, etc	m <sup>3</sup>	97,5		
2	1	152		Approved earth filling (G7) supplied and carted onto site by the Contractor, well watered and compacted in layers not exceeding 150mm thick to obtain 98% Mod AASHTO density:	H3			
2	1	152	12	Backfilling to trenches, holes, etc	m <sup>3</sup>	60		
2	1	152	13	Under Floors, etc	m <sup>3</sup>	80		
<b>Total Carried Forward</b>								

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								

2	1	152	14	Selected approved grade (G5) quality material supplied by the contractor, spread, well watered and compacted in not exceeding 150 mm thick layer to obtain 98% modified AASHTO density	H3	97,5		
2	1	152	15	Under floors	m³	80		
2	1	153		Coarse river sand filling supplied by the contractor	H3	0		
2	1	153	16	Under floors, etc	m³	97,5		
2	1	153		Compaction of surfaces	H3			
2	1	153	17	Compaction of in-situ material under floors, etc including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m³	6		
2	1	153		Prescribed density tests on filling	H3			
2	1	153		Allow for compaction tests to be carried out by a Consulting Engineer's laboratory and deliver the results to the Principal Agent within 24 hours of the tests being completed	No			
2	1	153	18	PROTECTION AGAINST TERMITES		412,5		
2	1	153		Soil insecticide				
2	1	153	19	Under floors, etc including forming and poisoning shallow furrows against foundation wall, etc and filling in furrows and ramming		120		

2	1	153		To bottoms and sides of trenches, etc	H1			
					H1			
					m <sup>2</sup>			
2	1	153						
					m <sup>2</sup>			

**Total Carried Forward to Summary**

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	1	153		REINFORCED CONCRETE	H2			
2	1	153		25 Mpa/19 mm concrete	H3			
2	1	153	20	Steps	m <sup>3</sup>	8		
2	1	153	21	Ramps	m <sup>3</sup>	1,5		
2	1	153		REINFORCED CONCRETE	H2			
2	1	153	22	Strip footings	m <sup>3</sup>	45		
2	1	153		20 Mpa/19 mm concrete	H3			
2	1	153	23	Concrete in filling holes of 178 mm block wall	m <sup>3</sup>	20		
2	1	153		25 Mpa/19 mm concrete	H3			
2	1	154	26		m <sup>3</sup>	67,184		
				Surface beds on waterproofing in panels including forming saw cut joints, toggle construction joints, etc (Panels not exceeding 12m)				
2	1	154	26		m	104		
				1000mm Wide x 130mm average thick V shaped channels with rounded salient edges and finished on all exposed surfaces with 2:1 cement mortar, laid to falls with control joints formed with 12mm bitumen out for a depth of 10mm and sealed with two part grey polysulphide impregnated softboard with all exposed edges of softboard raked sealant at maximum 3000mm centres including all necessary excavations and formwork				

2	1	154	27	Extra over last for labour and material in forming 150 mm Diameter half round channel to falls in top	m	20
2	1	154		30 MPa/19 mm Concrete:	H3	0
2	1	154	28	Slabs, beams and inverted beams including striking off and curing slabs	m <sup>3</sup>	10
2	1	154		Sundries	H3	0
2	1	154	29	Extra labour and material for thickening out surface bed for an additional depth of 100 mm and average width of 300 mm including all necessary excavation, compaction, formwork, etc	m	100
2	1	154	30	Extra labour and material for thickening out concrete base for an additional depth of 150 mm and a width of 500 mm including all necessary excavations, compaction, etc	m	20
2	1	154	31	Leave or form a hole for pipe not exceeding 50 mm diameter in 250 mm thick reinforced concrete slab	No	1
2	1	154	32	Leave or form a hole for pipe not exceeding 150 mm diameter in 250 mm thick reinforced concrete slab	No	2
2	1	154		Finishing top surfaces of concrete smooth with a power float	H3	
2	1	154	33	Surface beds, slabs, etc	m <sup>2</sup>	375
2	1	154		TEST BLOCKS	H2	

2	1	154	34	Making and testing 150 x 150 x 150 mm concrete strength test cube	No	10			
<b>Total Carried Forwad</b>									

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
<b>Total Brought Forward</b>									

2	1	154	35	FORMWORK	H2	15		
2	1	154		ROUGH FORMWORK (DEGREE OF ACCURACY III) (CPAP Work Group No 111)	H2			
2	1	154	36	Permanent Formwork to Sides and Soffits:	H3	4		
2	1	154	37	Slabs propped up not exceeding 3,5m high	m <sup>2</sup>	2		
2	1	155		Extra on permanent formwork for boxing or blocking in or boxing out to form:	H3			
2	1	155	38	450 mm Diameter opening through 250 mm thick slab	No	19		
2	1	155	39	450 x 600 mm rebated opening through 250 mm slab for manhole and frame (elsewhere)	No	48		
2	1	155		Smooth Formwork to Sides:	H3			
2	1	155	40	Sides of beams and slabs	m <sup>2</sup>	7		
2	1	155		Formwork to edge of 100 mm thick surface bed including boxing in to form 25 x 25 mm twice splayed joggle joint in centre including cement slurry to once face.	m			
2	1	155	41	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	450		
2	1	155	42	REINFORCEMENT	H2	50		
2	1	155		Fabric reinforcement	H3			
2	1	155	43	Ref 193 fabric reinforcement in concrete surface beds, slabs, etc	m <sup>2</sup>			
2	1	155		Ref 311 fabric reinforcement in concrete surface beds, slabs, etc	m <sup>2</sup>			
2	1	155	44			2		
2	1	155	45	Ref 617 fabric reinforcement vertically in concrete filled hollow walls (concrete and wall elsewhere measured)	m <sup>2</sup>	1,2		

2	1	155	46	High steel reinforcement to structural concrete work:	H3	1		
2	1	155	47	10 mm Diameter bars	t	0,5		
2	1	155		12 mm Diameter bars	t			
2	1	155		16 mm Diameter bars	t			
2	1	155		20 mm Diameter bars	t			

**Total Carried Forward To Summary**

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	1	155		FOUNDATION BLOCKWORK	H2			
2	1	155		Blockwork (minimum 7MPa) in class II mortar	H3			
2	1	156	49	190mm Walls	m <sup>2</sup>	450		
2	1	156	50	Extra over 190 mm block wall for 78 mm M6 Quarter block	m <sup>2</sup>	15		
2	1	156	51	Extra over 190 mm walls for 190x190 mm attached stiffener piers	m	15		
2	1	156		MOVEMENT JOINTS, ETC.	H2			
2	1	156	52	12 mm Bitumen impregnated fibre board built in vertically through block walls	m <sup>2</sup>	100		
2	1	156		Saw-cut joints:	H3			
2	1	156	53	3 x 40 mm Saw-cut joints in top of concrete	m	80		
2	1	156		Blockwork reinforcement	H3			
2	1	156	54	70 mm Wide reinforcement built in horizontally	m	10		
2	1	156	55	150 mm Wide reinforcement built in horizontally	m	534		
2	1	156		High tensile steel rod reinforcement	H3			
2	1	156	56	12 mm Diameter rods in reinforcing blockwork, etc	t			

2	1	156	Internal plaster	H3			
2	1	156	One coat 15 mm thick cement plaster (4:1) on blockwork finished with a wood float	H3			
2	1	156	External plaster	H3			
2	1	156	One coat 15 mm thick cement plaster (4:1) on blockwork finished with a wood float	H3			
2	1	156	58 In walls	m <sup>2</sup>	450		

<b>Total Carried Forward</b>								
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								

2	2	158	SECTION NO. 2 BILL NO. 2  CONCRETE FORMWORK AND REINFORCEMENT	H1	0		
2	2	158	PREAMBLES	H2			
2	2	158	For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	2	158	SUPPLEMENTARY PREAMBLES	H2			
2	2	158	Cost of tests:	H3			
2	2	158	The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the 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).				
2	2	158	1 UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES	H2			
2	2	158	20MPa/19 mm Stone mass concrete	H3			
2	2	158	Filling to holes of 190 mm blockwork	m <sup>3</sup>			
2	2	158	2 REINFORCEMENT	H2			
2	2	158	High steel reinforcement to structural concrete work:	H3			
2	2	158	12 mm Diameter rods in reinforcing blockwork, etc	t			
			3				

2	2	158	MOVEMENT JOINTS, ETC.	H2	10		
2	2	158	Isolation joints with 10mm bitumen impregnated softboard between vertical concrete and brick surfaces:	H3			
2	2	158	Not exceeding 300mm high to edges of surface beds	m		100	

<b>Total Carried Forward</b>								
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								

2	3	159	SECTION NO. 2 BILL NO. 3 PRECAST CONCRETE	H1			
2	3	159	PREAMBLES	H2			
2	3	159	For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	3	159	SUPPLIMENTARY PREAMBLES	H1			
2	3	159	Sizes: Blocks, sills, etc. measured linear shall be made in suitable lengths. Large size setting out drawings shall be prepared where necessary and submitted to the Architect for approval before moulds are made.				
			1 General:				4
			2				11
			3				10
			4 Where kerbstones, blocks, etc. are laid in ground, descriptions shall be deemed to include necessary excavation, filling in and ramming.				10
			5				6
			WINBLOCK SYSTEM:				
			3 Winblock precast vibrated cement concrete (30 Mpa) window surrounds finished smooth from the mould on exposed surfaces, built into blockwork as the work proceeds, bedded and jointed in 4:1 cement mortar and pointed with ruled vertical and horizontal joints on both sites (glazing and vents elsewhere measured)				7
			5				2

2	3	159	with Natural Anodised Aluminium top hung "Winvent" windows with two powder coated galvanised 8 mm square burglar bars factory fitted to Winvent with and including glazing with 6.38 mm clear laminated safety glass, including fixing Winvent to Winblock with non ascetic silicone all in accordance with manufacturers instructions	H1			
			W1 - Winblok Window System				
			W2 - Winblok Window System				
2	3	159	W3- Winblok Window System				
			W4- Winblok Window System				
			W5 - Winblok Window System				
2	3	159	DOOR FRAMES	No			
2	3	159	Standard "Betcrete" or equal and approved polymer concrete door frame built into 190 mm blockwall complete with hinges, strike plate, etc	No			
2	3	159		No			
2	3	159	Frame suitable for single door size 813 x 2032 mm high	No			
2	3	159		No			
			Frame suitable for double door size 1613 x 2032 mm high				
2	3	160		H1			
2	3	160		H3			
2	3	160		No			
2	3	160		No			

Total Carried Forward To Summary

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	4	162		SECTION NO. 2	H1			
				BILL NO. 4				
2	4	162		MASONRY	H1			
2	4	162		PREAMBLES	H2			
2	4	162		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	4	162		SUPPLEMENTARY PREAMBLES	H2			
2	4	162		BLOCKWORK	H2			
2	4	162		Concrete masonry units	H3			
2	4	162		Blocks are to be either solid or hollow modular dense concrete masonry units having a compressive strength of 7 MPa				
2	4	162		Wall ties for blockwork	H3			
2	4	162		Wall ties shall be polypropylene "Permaties" complying with BS 76377. Ties for hollow walls shall be of sufficient length to allow not less than 70mm of each end to be built into the blockwork. Ties are to be spaced at intervals of not more than 1m in the horizontal direction and not more than 400mm staggered in the vertical direction except at openings, vertical joints or ends of walls where they are to be placed vertically above each other				
2	4	162		Blockwork	H3			

2	4	162	All Blockwork shall comply with the Concrete Manufacturers Association "Masonry Manual 2011" ninth edition			
2	4	162	Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free of mortar droppings or other undesirable matter. Every second perpend of the bottom course of the external skin of hollow walls shall be left open as a weep hole			
2	4	163	Standard complementary blocks	H3		
2	4	163	Descriptions of blockwork shall be deemed to include standard complementary blocks such as corner, three-quarter, half and quarter blocks required in the construction of corners, reveals, jambs, ends, etc to solid and hollow walls and for bonding as necessary			
2	4	163	DECORATIVE BLOCKS	H2		
2	4	163	Blocks shall be of approved manufacture, sound, well burnt or cured and uniform and true in size, shape and colour			
2	4	163	SAMPLES	H2		
2	4	163	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			
2	4	163	SUPERSTRUCTURE	H2		
2	4	163	Blockwork in class II cement mortar	H3		
2	4	163	1 90 mm Walls	m <sup>2</sup>	121,2	

2	4	163	5		m	100			
				190 mm Wide ring beam U-blocks filled with and including 25 MPa 19 mm concrete and two bars of Y10 steel reinforcing bar embedded in concrete					
2	4	163	6	190 mm Walls	m <sup>2</sup>	540			
<b>Total Carried Forward</b>									

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
<b>Total Brought Forward</b>									

2	4	163	7	BLOCKWORK SUNDRIES	H2	42		
2	4	163		Joint forming material in movements joints	H3			
2	4	163	8	12 mm Bitumen impregnated soft board built in vertically between block skins	m <sup>2</sup>	8		
2	4	164		Turning pieces	H3			
2	4	164	9	190 mm wide turning piece to lintels, etc	m	10		
2	4	164		Air Bricks	H3			
2	4	164		225 x 150 mm High approved Terra Cotta louvred air gratings, covered on back with mosquito gauze and building into existing 178 mm block wall, including forming straight flue through wall with fair cut flat arch over, and with sides rendered in (3:1) cement mortar	No			
			10			25		
2	4	164	11	Blockwork reinforcement	H3	900		
2	4	164		70 mm Wide reinforcement built in horizontally	m			
2	4	164	12	150 mm Wide reinforcement built in horizontally	m	40		
2	4	164		Galvanised hoop iron cramps , ties ,etc	H3			
2	4	164		38 x 1.6 mm Roof tie 1.80 m long with one end fixed to timber and other end built into blockwork	No			

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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	5	166		SECTION. 2	H1			
				BILL NO. 5				
2	5	166		WATERPROOFING	H1			
2	5	166		PREAMBLES	H2			
2	5	166		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	5	166		SUPPLEMENTARY PREAMBLES	H2			
2	5	166		Waterproofing	H3			
2	5	166		Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
2	5	166		DAMPPROOFING OF WALLS AND FLOORS	H2			
2	5	166		One layer of 370 micron DPC embossed damp proof course	H3			
2	5	166	1	In walls	m <sup>2</sup>	450		

2	5	166		One layer of 250 micron USB Green waterproof sheeting sealed at minimum 150 mm laps with pressure Sensitive tape and tucked under all dampproof courses	H3		
2	5	166	2	Under surface beds	m <sup>2</sup>	375	
2	5	166		JOINT SEALANTS ETC	H2		
2	5	166		Approved two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc	H3		
2	5	166	3	3 x 50 mm In saw cut joints in floors	m	80	
2	5	166	4	12 x 20 mm In expansion joints in walls including raking out expansion joint filler as necessary	m	200	
2	5	167	5	10 x 20 mm In expansion joints in floors including raking out expansion joint filler as necessary	m	120	
2	6	169		SECTION NO. 2	H1		
				BILL NO. 6			
				ROOF COVERINGS			
2	6	169		PREAMBLES	H2		
2	6	169		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.			
2	6	169		SUPPLEMENTARY PREAMBLES	H2		
2	6	169		Proprietary products in descriptions	H3		

2	6	169	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.					
2	6	169	Fixing	H3				
2	6	169	Fixing shall be done according to SABS 1200HB with minimum 225mm end laps.					
2	6	169	Guarantee	H3				
2	6	169	The contractor will be required to provide a written guarantee, stating that :					
<b>Total Carried Forward</b>								

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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2	6	169	1	The roof sheeting is of the specified thickness.	H2	450		
2	6	169	2	The client is indemnified against any defects, including colour deterioration for a minimum period of 15 years.		26		
			3	STEEL ROOF SHEETING AND ACCESSORIES	H3	26		
2	6	169	4	0,6 mm "IBR 686" Galvanized roof sheets with chromadek finish to one side in continuous lengths fixed to timber purlins (elsewhere measured) with 0.6	m <sup>2</sup>	26		
2	6	170	5	mm galvanized steel accessories with chromadek finish to one side all in strict accordance with the manufacturers instructions	m	2		
2	6	170	6	Roof covering with pitch not exceeding 25 degrees	m	52		
2	6	170	7	Ridge capping 462 mm girth bent on site to suit angle of roof slope	m	52		
2	6	170		Headwall flashing 462 mm girth	No			
2	6	170		Counter flashing 185 mm girth				
2	6	170	8	Ridge finial to end of ridge capping fixed with galvanized steel verandah bolt	m	450		
2	6	170		Moulded narrow flute polyclosers with serrated closers to suite IBR profile	H2			
2	6	170		Broad flute polyclosers with serrated closers to suite IBR profile	H3			
2	6	170		ROOF AND WALL INSULATION	m <sup>2</sup>			
2	7	172		"Sisalation 420" heavy industrial grade aluminium foil based insulation				
2	7	172		Insulation laid taut over steel purlins (at approximately 1400 mm centres) and fixed concurrent with roof covering including galvanised steel straining wires	H1			

2	7	172	SECTION NO. 2	H1			
2	7	172	BILL NO. 7	H2			
			CARPENTRY AND JOINERY				
2	7	172	PREAMBLES				
2	7	172	For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.	H2			
2	7	172		H3			
			SUPPLEMENTARY PREAMBLES				
2	7	172	Proprietary products in descriptions				
2	7	172	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.	H3			
			Roof trusses				
2	7	172	The truss system shall be designed by an Engineer and the Contractor shall complete and submit a certificate of confirmation. This certificate will state that the trusses have been designed, manufactured and erected in accordance with the relevant SABS code. The details of the registered engineer certifying this will appear on the certificate.	H3			
2	7	172					
			Joinery				
2	7	172	Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc.				
			Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.				

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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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2	7	172		Fixing	H3			
2	7	172	1	All nailing of timber roof trusses, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used.			31	
2	7	172	2	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.			62	
2	7	173	3	Where items are described as "bolted" the bolts have been measured elsewhere.			110	
2	7	173	4	ROOFS, ETC			137	
2	7	173	5	Gangnail Roof Trusses	H2		652	
2	7	173	6	The following trusses shall be "Gangnail" or similar approved engineering designed roof trusses manufactured from sawn softwood and suitable for corrugated iron covering and gypsum plasterboard ceilings on 38 x 50mm softwood brandering	H2			
2	7	173	7			H3		220
2	7	173	8	NOTE : The contractor will be required to provide a certificate of approval signed by a registered engineer certifying that the trusses have been designed, manufactured and installed in accordance with the relevant SABS specifications			55	
2	7	173	9	Double pitched roof truss 11 607 mm span between wallplates to 17.5 degrees pitch with 600 mm eaves overhang both ends	No		35	
2	7	173		Sawn softwood grade 4	H3			
2	7	173		38 x 114 mm Wall plates	m			
2	7	173		38 x 76 mm Runners	m			
2	7	173	10	38 x 114 mm Bracing	m		4	
2	7	173		50 x 76 mm Purlins	m			

2	7	173	11	Sundries	H3	1		
2	7	173		Hurricane clip between truss and windbracing	No			
2	7	173		Hurricane clip between truss and purlin	No			
2	7	173		EAVES, VERGES, ETC	H2			
2	7	173		Pressed fibre-cement or similar product	H3			
2	7	173	12	15 x 225 mm Fascia boards including galvanised steel H-profile jointing strips and bolting to steel angle irons and purlins (elsewhere measured) at maximum 780 mm centres	m	3		
2	7	174		80 x 200 mm medium density plain finish or similar approved barge board fixed to roof timbers including steel H-profile jointing strips, screws, holes, etc	m			
2	7	174		DOORS, ETC	H2			
2	7	174		Wrought meranti doors hung to steel frames:	H3			
2	7	174		44 mm Framed batten door 813 x 2032 mm high of top rail and stiles, middle ledge and braces and bottom rail filled in with V-jointed one side boarding.	No			
2	7	174		44 mm Framed, ledged and braced batten double door size 1 613 x 2 032 mm high formed of 44 x 108 mm top rail and stiles, 16 x 144 mm middle rail, 16 x 108 mm bracing and 22 x 220 mm bottom rail with and including 6 mm thick hardwood veneered 3 Ply flush panel internally to match door let into and including rebates all round	No			
2	7	174		Semi-solid core flush panel doors with commercial veneer and two concealed hardwood edge strips hung to steel frames	H3			
2	7	174		40 mm Door size 813 x 2032 mm high	No			

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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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2	7	174		BEADS, ARCHITRAVES, ETC	H2			
2	7	174		Wrought meranti	H3			
2	7	174	13	44 x 70 mm Splayed and rebated weatherboard screwed to door	m	5		
2	7	174		JOINERY FITTINGS	H2			
2	7	174		NOTE:	H3			
				<p>To assist in pricing the Joinery fittings the items that are measured under this section have been described briefly. The number of units per fitting have been measured and tenderers are to insert a rate against each measured item. Tenderers are advised to inspect the details and drawings of the joinery fittings when pricing this section. All drawings for joinery fittings are bound at the back of these bills of quantities. Drawing numbers are used as reference for pricing purposes:</p> <p>The Architects detailed drawings take preference over the descriptions in these bills of quantities and no claim for extras will be considered where the descriptions in the bills of quantities are inadequate for pricing or in conflict with the Architects detailed drawings. Pricing to include installation complete including ironmongery, drawer runners, guides, varnish and/or painting, etc. where required and finishing off with clear silicon sealant where finishes adjoin walls, etc:</p>				

2	7	170	14	Floor cupboard unit to "Kitchen" comprising 32mm thick Formica worktop with top half rounded exposed edges to fit double bowl sink (elsewhere measured), 16mm thick melamine shelf, 19mm thick melamine doors with impact edging to exposed front edges, 19mm thick melamine drawers and cupboard backing, size 3610 x 600 x 780mm high overall, all fixed complete including drawer runners, guides, handles, hinges, support rails, painting.	No	1
2	7	170	15	Floor cupboard to "Kitchen" made up of 32mm thick Formica worktop with top half rounded exposed edges, 16mm thick Melamine faced particle board doors, sides, shelves, drawers, etc, size 3000 x 600 x 780mm high overall, fixed complete including cleats, backing, skirtings, ironmongery, painting.	No	1
2	7	170		FURNITURE	H3	
2	7	170		NOTE:  To assist in pricing the Furniture, items that are measured under this section have been described briefly. The number of units per fitting have been measured and tenderers are to insert a rate against each measured item.  Tenderers are advised to inspect the Furniture Specification when pricing this section which is bound at the back of these bills of quantities. Page numbers are used as reference for pricing purposes.  The Furniture Specification takes preference over the descriptions in these bills of quantities and no claim for extras will be considered where the descriptions in the bills of quantities are inadequate for pricing or in conflict with the School Furniture Specification. Pricing to include delivery, offloading and installing of Furniture into the community hall.	H3	

2	7	170		The following in furniture manufactured complete as per attached Department of Basing Education standard specification:	H3			
2	7	170	16	Office Chair (as per attached Drawing.)	No	6		
2	7	170	17	Office Desk ( as per attached Drawing).	No	1		
2	7	170	18	Stationary Cupboard ( as per attached Drawing).	No	1		
2	7	176	19	Eight (8) Seater Table 700mm High Drawing.	No	2		
2	7	176	20	Stackable Chairs as per attached drawing.	No	204		
<b>Total Carried Forward To Summary</b>								

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	8	178		SECTION NO. 2 BILL NO. 8	H1			
2	8	178		CEILINGS, PARTITIONS AND ACCESS FLOORING	H1			
2	8	178		PREAMBLES	H2			
2	8	178		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	8	178		SUPPLEMENTARY PREAMBLES	H2			
2	8	178		Descriptions:	H3			

2	8	178	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete		
2	8	178	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere		
2	8	178	CEILINGS, ETC	H2	
2	8	178	NAILED UP CEILINGS	H2	
2	8	178	Fibre cement ceiling	H3	
2	8	178	1 4 mm fibre-cement board ceiling to and including 38 x 50 mm sawn softwood branderling spaced at 400 mm centres in one direction only with additional branderling at outer edges of rooms and including H-profile pressed cover strips over joints	m <sup>2</sup>	375
2	8	178	2 Extra over ceiling for 600 x 600 mm trap door including framing	No	2
2	8	178	9mm gypsum plasterboard cornices	H3	
2	8	178	3 70 mm Coved cornices	m	150
2	9	179	SECTION NO. 2	H1	
			BILL NO. 9		
2	9	179	IRONMONGERY	H1	
2	9	179	PREAMBLES	H2	

2	9	179	For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	9	179	SUPPLEMENTARY PREAMBLES	H2			
2	9	179	Finishes to ironmongery	H3			
2	9	179	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:  BS Satin bronze lacquered CH Chromium plated  SC Satin chromium plated  SE Silver enamelled  GE Grey enamelled  AS Anodised silver  AB Anodised bronze				
2	9	179	IRONMONGERY FIXED TO DOORS, ETC.	H2			
2	9	179	Bolts, Hinges, etc:	H3			
2	9	179	1 150 mm GS Pad bolt	No		6	
2	9	179	2 Flush bolt 150 mm long,	No		2	
2	9	179	3 50 mm Padlock	No		6	
<b>Total Carried Forward</b>							

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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2	9	179	4	CATCHES, CABIN HOOKS, ETC	H3	2		
2	9	180		Union	H3			
2	9	180	5	100 mm Satin chrome cabin hook and eye including 70 x 70 x 20 mm chamfered hardwood block twice oiled and plugged	No	8		
2	9	180	6	Locks and Latches, etc	H3	1		
2	9	180		three lever lockset	No			
2	9	180		three lever lockset with rebated conversion kit	No			
2	9	180	7	DOOR CLOSERS		1		
2	9	180		Variable spring strength regular arm door closer.	H2			
2	9	180	8	Sundries	No	8		
2	9	180		Door stop	H3			
2	9	180		NUMERAL AND NAMEPLATES, ETC.	No			
2	9	180		Clear perspex name plate reverse engraved and enamelled in white lettering 25mm high to suit, twice countersunk holed for and tapscrewed to steel door	H2			
2	9	180	9	frames or gate framing with chromium plated dome-headed selftapping screws:	H3	1		
2	9	180	10	3 mm Thick x 32 mm high plate with letters "OFFICE"	No	1		
2	9	180		Ditto, but with letters "KITCHEN"	No			
2	9	180	11	Indicator plates countersunk holed for and screwed to door or brickwork with chromium plated dome-headed screws:	H3	3		
2	9	180	12	Stainless steel 150 x 150mm Male/Female sign	m	1		
2	9	180	13	Stainless steel 150 x 150mm Disabled Persons sign	No	2		

2	9	180	14	Brushed stainless steel grab rails:	H3	2		
			15	32 mm Diameter side grab rail, plugged		3		
2	9	180		32 mm Diameter rear grab rail, plugged	No			
2	9	180		Stainless steel pull handle fixed to steel doors	No			
2	9	180			No			
2	9	181	16	BATHROOM FITTINGS	H2	6		
2	9	181		Toilet roll holders	H3			
2	9	181		Lockable Stainless steel toilet roll holder plugged to wall	No			
2	9	181		PINNING BOARDS, WRITING BOARDS, PROJECTION SCREENS, ETC.	H2			
2	9	181	17	Carpet pinning boards in aluminium frame with round plastic corners, pen tray and fixing component all fixed according to manufacturer's instruction.	H3	1		
2	9	181		Pinning board size 1200 x 1200 mm high plugged	No			
2	10	183		SECTION NO. 2	H1			
				BILL NO. 10				
				METALWORK				
				PREAMBLES				
2	10	183		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.	H2			
2	10	183						
				SUPPLEMENTARY PREAMBLES				
2	10	183		Descriptions	H2			
2	10	183		Descriptions of bolts shall be deemed to include nuts and washers	H3			
2	10	183						

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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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2	10	183		Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork of concrete	H2			
					H3			
2	10	183		Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described	m			
2	10	183		DIVIDING STRIPS	H2			
2	10	183		Brass	H3			
2	10	183	1	3 x 57 mm Dividing strip cut to lengths and bedded on edge in door openings including forming groove in top of concrete	No		2	
2	10	184		ALUMINIUM ROLLER SHUTTER DOORS, ETC.	H2			
2	10	184		Aluminium Roller Shutter Doors, etc:	H3			
2	10	184	7	Aluminium push-up roller shutter door to suit opening size 1210 x 1200mm high fixed complete as per attached D5.	No		1	
2	10	184		HOT DIPPED GALVANISED PRESSED STEEL DOOR FRAMES, DOORS, ETC	No			
2	10	184		Doors:	H3			
2	10	184	8	Hot dipped galvanised steel door size 813 x 2032 mm high	No		3	
2	10	184		Ditto but size 950 x 2032 mm high				
2	10	184	9	Gates, etc	No		1	
2	10	184	10	Single gate 800 x 1860 mm high of 40 x 40 x 2,5 mm hollow section frame and middle rail, with 12 mm diameter vertical infill bars welded to frame at 70 mm centers all fixed complete to block walls as per attached door schedule			2	
2	10	184	11	Ditto but double gate size 1800 x 2100 mm high			1	

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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2	11	186		SECTION NO. 2	H2			
				BILL NO. 11				
2	11	186		PLASTERING	H2			
2	11	186		PREAMBLES	H2			
2	11	186		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	11	186		SCREEDS	H2			
2	11	186		Screeds on concrete	H3			
2	11	186		1:3 Cement plaster screeds steel trowelled on concrete	H3			
2	11	186	1	30 mm Thick on floors and landings	m <sup>2</sup>	271,74		
2	11	186		INTERNAL PLASTER	H2			
2	11	186		One coat 15 mm thick cement plaster (4:1) on blockwork finished with a wood float	H3			
2	11	186	2	On walls	m <sup>2</sup>	702		
2	11	186	3	On narrow widths	m <sup>2</sup>	5		
2	11	186		EXTERNAL PLASTER	H2			
2	11	186		One coat 15 mm thick cement plaster (4:1) on blockwork finished with a wood float	H3			
2	11	186	4	On walls	m <sup>2</sup>	702		
2	11	186	5	150 mm wide plaster band around openings	m	100		

2	12	187	SECTION NO. 2	H2		
			BILL NO. 12			
2	12	187	TILING	H2		
2	12	187	PREAMBLES	H2		
2	12	187	For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.			
2	12	187	NOTE :	H2		
2	12	187	All materials shall be in colours to be selected by the Representative/Agent and, where applicable, laid to approved patterns.			
2	12	187	Fixing:	H3		
2	12	187	Tiling shall be fixed with an approved tile adhesive to a plaster backing. Plaster backing is measured elsewhere.			
2	12	187	FLOOR TILING	H2		
2	12	187	Note: The following prime cost sum is nett for material cost only. The tenderer is to allow for in his rate for, fixing, adhesive, grouting, cutting, waste, etc and any profit			
2	12	187	Provide the prime cost sum of R 95/m2 for tiling	H3		
2	12	187	1 On screeded concrete floors	m <sup>2</sup>		300
2	12	187	2 On stair treads and risers not exceeding 300 mm wide or high	m		6
2	12	187	3 150 mm High cut tile as skirting	m		250
2	12	187	4 Ditto, but stepped over treads and risers	m		10
2	12	187	Sundries	H3		

2	12	187	5	Retro fit stair nosing system, size 45 mm wide x 30 mm downstand lip, fixed in strict accordance with the manufacturers instructions	m	25		
2	12	188	6	30 x 30 mm Anodised aluminium or other approved movement joint cover strip screwed to plastered block walls	m	30		
2	12	188	7	50 mm Anodised aluminium or other approved movement joint cover strip screwed to plastered block walls	m	35		
<b>Total Carried Forward</b>								

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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2	12	188	8	Carefully rake out 6 x 8 mm deep joint between floor tiles and neatly point with polyurethane sealant	m	100		
2	13	178		SECTION NO. 2	H1			
				BILL NO. 13				
2	13	178		PLUMBING AND DRAINAGE	H1			
2	13	178		PREAMBLES	H2			
2	13	178		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	13	178		RAINWATER DISPOSAL	H2			
2	13	178		0,8 mm Galvanized steel rainwater goods with chromadek finish to one side fixed to and including 150 x 170 x 20 mm thick galvanized steel brackets fixed to fibre cement fascia	H3			
2	13	178		boards at maximum 780 mm centres all in strict accordance with the manufacturers instructions	m			
2	13	178	1	150 x 125 x 150 mm VHV eaves gutter	No	120		
2	13	178	2	Extra over eaves gutter for stopped end	No	18		
2	13	178	3	Extra over eaves gutter for outlet with nozzle for and joint to 100 x 70 mm rainwater downpipe including domical grating	No	18		
2	13	178	4	100 x 100 mm Rainwater downpipes with and including holderbats at maximum 1500 mm centres	m	18		
2	13	178	5	Extra over rainwater downpipe for eaves offset with 450 mm projection	No	2		
2	13	178	6	Ditto, but eaves offset with 610 mm projection	No	4		
2	13	178		Extra over rainwater pipe for shoe	H2			
2	13	178		SANITARY PLUMBING	H3			

2	13	178	7	uPVC Waste or vent pipes and fittings	m	6		
2	13	178		150 mm Pipe fixed to walls with and including holderbats, etc	No			
2	13	191		150 mm Galvanised mild steel or other approved whirlybird ventilator fixed to on top of PVC vent pipes	H3			
2	13	191	8	Extra for:	No	6		
2	13	191	9	50 mm bend	No	2		
2	13	191		150 mm Bend	H2			
2	13	191	10	SANITARY FITTINGS	H3	1		
			11	Supply and fix the following sanitary fittings, geysers and equipment together with loose ancillary fittings supplied therewith, including unloading, storing, unpacking, hoisting or lowering as required, fixing and building into position, cutting all mortices and chases as required for fixing and building in position, cutting, brackets, clamps, etc., and connecting up pipework and handing over in perfect working order on completion:		2		
2	13	191			H3			
2	13	191		Stainless steel	No			
2	13	191		1800 x 535 mm Double centre bowl drop in sink fixed to walls with and including 40 mm square stainless steel gallows brackets	H3			
2	13	191	12	Traps, etc including joints to uPVC pipe and/or fittings unless otherwise described	No	1		
2	13	191		32 mm slotted basin waste union complete with plug and chain	H3			
2	13	191		Sanitary fittings	No			
				VIP pit pedestal with flap fixed to floors with an approved epoxy or bolted to floors with and including four 6 mm diameter x 50 mm				

			13			1	
			14			5	

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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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2	13	191	15	TRAPS ETC	H2			
2	13	191		Traps etc:	H3			
2	13	191	16	40 mm Rough brass shallow seal shower 'P' trap with FI outlet and chrome plated grating	No			
2	13	191	17	15 mm elbow action pillar-type mixer complete with overarm swivel outlet, adjustable wall flanges and concealed connections (code: 266/041/10).	No		2	
2	13	192		40 x 40mm rubber deep seal 'P' or 'S' trap jointed to waste outlet fitting and to PVC pipe including coupling clamps, etc.	No			
2	13	192		WATER SUPPLIES	H2			
2	13	192	18	Class 1 copper pipe with capillary soldered fittings	H3			
2	13	192	19	15mm Pipes.	m			
2	13	192		15mm Pipes including chase in wall.	m			
2	13	192	20	Extra over Class 1 copper pipes capillary soldered fittings	H3			
2	13	192		15mm Fittings.	No			
2	13	192	21	Extra over Class 1 copper pipes brass compression fittings	H3			
2	13	192		15mm Fittings.	No			
2	13	192		SOIL DRAINAGE	H2			
2	13	192	22	Manholes, gully traps, etc:	H3			
2	13	192		450 x 600 mm Type 9D Polymer manhole cover and frame	No			
							17	

2	13	192	23	Gratings, covers, etc:	H3			
2	13	192		Lifting key for manhole cover	No			
2	13	192		FIRE SERVICE	H2			
2	13	192	24	Sundries	H3			
2	13	192		4.5 kg Dry chemical powder fire extinguisher for ABC fires in accordance with SABS 810, complete with bracket and screwed to and including 25 x 100 mm wrot meranti backboard 225 mm long plugged to wall	No			
2	14	194		SECTION NO. 2 BILL NO. 14	H1			
2	14	194		PAINTING	H1			
2	14	194		PREAMBLES	H2			
2	14	194		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
2	14	194		PAINTWORK, ETC TO NEW WORK	H2			
2	14	194		ON FLOATED PLASTER	H2			
2	14	194		Prepare and apply concetrated water barrier on:	H3			
2	14	194		Prepare surface and apply one coat and two coats high build epoxy enamel or similar approved (colour to architects approval) all in accordance with the manufacturer's instructions:	H3			
2	14	194	2	On screeded floors	m <sup>2</sup>			

<b>Total Carried Forward</b>								
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								

2	14	194	3	On plastered walls	m <sup>2</sup>	6		
2	14	194	4	On urinal step and dished channel	m <sup>2</sup>	1		
2	14	194		Prepare and apply one coat thinned with 20% mineral turpentine ( and tow coats Wall and All	H3			
2	14	194	5	On internal walls	m <sup>2</sup>	450		
2	14	194	6	Precast concrete windows	m <sup>2</sup>	63		
2	14	194	7	Precast concrete door frames	m <sup>2</sup>	12		
2	14	195		Prepare surface and apply one coat plaster primer thinned with 20% mineral turpentine, one coat and one coat Wall and All	H3			
2	14	195	8	On external walls	m <sup>2</sup>	450		
2	14	195		Prepare and apply two coats bituminous paint:	H3			
2	14	195	9	On backs of window frames door frames, etc. not exceeding 300mm girth	m	188		
2	14	195		ON FIBRE-CEMENT	H2			
2	14	195		Prepare and apply one coat plaster primer thinned with 20% mineral turpentine and two coats Wall and All	H3			
2	14	195		On fascias and barge boards				
2	14	195	10	Ceilings	m <sup>2</sup>	100		
2	14	195	11	ON WOOD	m <sup>2</sup>	350		
2	14	195		Knot, prime, stop and apply one coat oil wood primer, one coat universal undercoat and two coats Polyurethane enamel paint	H2			
2	14	195		On general surfaces of timbers at eaves, etc	H3			
2	14	195		Prepare and apply one coat sanding sealer and two coats polyurethane varnish lightly sanded between coats				

2	14	195	12	On doors	m <sup>2</sup>	20		
2	14	195		On skirtings, rails, etc not exceeding 300 mm girth	H3			
2	14	195		Prepare and apply two coats bituminous paint:				
2	14	195	13	Wall plates	m <sup>2</sup>	18		
2	14	195	14	ON METAL	m	3		
2	14	195		Prepare and apply galvanized iron cleaner,one coat galvanized iron	H3			
2	14	195	15	primer and two finishing coats of Non dripping Satin paint Doors	m <sup>2</sup>	18		
2	14	195		Foundations	H2			
2	15	197		Concrete, Formwork & Reinforcement	H3			
2	15	197		Precast Concrete				
2	15	197	16	Masonry	m <sup>2</sup>	14		
2	15	197	1	Waterproofing	Page	-157-		
2	15	197	2	Roof Coverings	Page	-158-		
2	15	197	3	Carpentry & Joinery	Page	-161-		
2	15	197	4	Ceilings, Partitions & Access Flooring	Page	-165-		
2	15	197	5	Ironmongery	Page	-168-		
2	15	197	6	Metalwork	Page	-171-		
2	15	197	7	Plastering	Page	-177-		
2	15	197	8	Tiling	Page	-178-		
2	15	197	9	Plumbing and Drainage	Page	-182-		
2	15	197	10		Page	-185-		
			11		Page	-186-		

			12			Page	-189-		
			13			Page	-193-		

**Total Carried Forward To Summary**

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3	1	198		SECTION NO. 3	H1			
3	1	198		BILL NO. 1	H1			
3	1	198		EXTERNAL WORKS	H1			
3	1	198		PREAMBLES	H2			
3	1	198		For Preambles see "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors.				
3	1	198		SUPPLEMENTARY PREAMBLES	H2			
3	1	198		Nature of ground:	H3			
3	1	198		The nature of the ground is assumed to be gravel, therefore earth, but possibly interspersed with soft rock.				
3	1	198		Carting away of excavated material:	H3			
3	1	198		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.				
3	1	198		SITE CLEARANCE, ETC	H2			
3	1	198		Site Clearance	H3			
3	1	198	1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200 mm girth, bush, etc. and cart away	m <sup>2</sup>	2000		
3	1	198	2	Stripping average 200 mm thick layer of topsoil and cart away	m <sup>3</sup>	250		

3	1	198	BULK EXCAVATION, FILLING, ETC	H2		
3	1	198	Open face excavation in earth over sloping site	H3		
3	1	198	3 Excavate in earth to open face not exceeding 2 m deep to reduce levels and deposit in spoil dump on site, for use as filling or carting away as necessary (carting away and filling elsewhere measured)	m <sup>3</sup>	260	
3	1	199	4 Excavate in earth to open face not exceeding 2 m deep to reduce levels and deposit on site as filling (cut and fill) spread, levelled, consolidated in layers not exceeding 300 mm thick and compacted to 93% modified AASHTO density including forming terraces, slopes, banks, cambers, etc	m <sup>3</sup>	500	
3	1	199	Extra over bulk excavations in earth for excavation in	H3		
3	1	199	5 Soft rock	m <sup>3</sup>	120	
3	1	199	6 Hard rock	m <sup>3</sup>	30	
3	1	199	Extra over all excavations for carting away:	H3		
3	1	199	7 Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor. (Measured nett with no allowance made for bulking).	m <sup>3</sup>	150	
3	1	199	8 Dig, load and remove filling selected from spoil heaps on site, spread and level within 100m radius over site	m <sup>3</sup>	70	
3	1	199	FILLING, ETC	H2		
3	1	199	Approved earth filling (G7) supplied and carted on to site by the contractor, well watered and compacted in layers not exceeding 150 mm thick to obtain 98% Mod AASHTO density:	H3		

3	1	199	9	In platforms	m <sup>3</sup>	72		
3	1	199		Compaction of surfaces:	H3			
3	1	199	10	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 93% Mod AASHTO density.	m <sup>2</sup>	450		
3	1	199		Prescribed density tests on filling:	H3			
<b>Total Carried Forward</b>								

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								

3	1	199	11	Allow for compaction tests to be carried out by a Consulting Engineer's laboratory and deliver the results to the Principal Agent within 24 hours of the tests being completed	No	4		
3	1	199		THE FOLLOWING IN RAMPS, STEPS, CONCRETE PAVING, STORMWATER CHANNELS, ETC	H2			
3	1	199		EARTHWORKS	H2			
3	1	200		Excavations	H3			
3	1	200	12	Excavate in earth to reduce levels under ramps, paving, etc and cart away	m <sup>3</sup>	6		
3	1	200		Excavation in earth not exceeding 2 m deep	H3			
3	1	200	13	Trenches	m <sup>3</sup>	8		
3	1	200		Extra over trench and hole excavations in earth for excavation in	H3			
3	1	200	14	Soft rock	m <sup>3</sup>	2		
3	1	200	15	Hard rock	m <sup>3</sup>	1		
3	1	200		Extra over all excavations for carting away	H3			
3	1	200	16	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>	2		
3	1	200		Compaction of surfaces:	H3			
3	1	200	17	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 93% Mod ASSHTO density.	m <sup>2</sup>	40		
3	1	200		Risk of collapse of excavations				
3	1	200		Sides of trench and hole excavations not exceeding 1,5 m deep				

3	1	200	18	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density	H3	40		
					m <sup>2</sup>			
3	1	200		Backfilling to trenches, holes, etc	H3			
3	1	200	19	Filling under ramps and steps		4		
3	1	200	20	Filling	m <sup>3</sup>	2		
3	1	200		Approved filling (G7) supplied and carted on to site by the contractor and laid under ramps, steps, pavings, etc. in layers not exceeding 150 mm thick compacted to 93% Mod AASHTO density	m <sup>3</sup>			
			21		H3	24		
					m <sup>3</sup>			
3	1	201		Scarify in-situ material for a depth of 150 mm and compact to obtain 93% Mod AASHTO density				
			22			50		
3	1	201		25 Mpa Concrete (19 mm Stone)	m <sup>2</sup>			
3	1	201		Footings				
3	1	201	23	In paving and walkways in panels including forming saw cut joints, toggle joints, etc (Panels not exceeding 12 m)	H3	2		
			24		m <sup>3</sup>	7		
3	1	201		In ramps				
			25		m <sup>3</sup>	1		
3	1	201		In steps				
			26		m <sup>3</sup>	1		
3	1	201		Sundries				
			27		m <sup>3</sup>			
3	1	201		Extra for floating off smooth tops of paving and walkways laid in panels with a wood float including slightly rounded edges to panels	H3	95		
			28					
3	1	201		Extra labour and material for thickening out surface bed for an additional depth of 150 mm and average width of 300 mm including all necessary excavation, compaction, formwork, etc	m <sup>2</sup>	6		
3	1	201		Expansion joints, etc				

						m			
						H3			

<b>Total Carried Forward</b>
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								
3	1	201	29	12 mm or other approved filler board in expansion joint between edge of concrete paving and walls in narrow widths not exceeding 150 mm wide including tacking to face of wall	m	92		
3	1	201		Approved two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc	H3			
3	1	201	30	12 x 20 mm expansion joints in floors including raking out expansion joint filler as necessary	m	92		
3	1	201		Formwork	H3			
3	1	201		General formwork	H3			
3	1	201	31	Edges, risers, ends and reveals not exceeding 300 mm high or wide	m	76		
3	1	201		REINFORCEMENT	H2			
3	1	202		Fabric Reinforcement	H3			
3	1	202	32	Ref 193 welded steel fabric reinforcement in concrete surface beds including 300 mm wide side and end laps	m <sup>2</sup>	60		
3	1	202		BRICKWORK	H2			
3	1	202		Brickwork of bricks	H3			

3	1	202	Brickwork in (5:1) cement mortar	H3	
3	1	202	33 One brick walls	m <sup>2</sup>	14
3	1	202	34 Ditto in foundations	m <sup>2</sup>	9
3	1	202	Brickwork reinforcement	H3	
3	1	202	35 Brickforce or other approved high tensile steel wire welded brick reinforcement 150 mm wide well lapped at all angles and intersections and built into brick walls horizontally	m	69
3	1	202	FACE BRICKWORK	H2	
3	1	202	Provide the Prime Cost sum of R 5000.00 per 1000 bricks for face bricks delivered and off loaded onto site with facings pointed with recessed square and polished horizontal and vertical joints. (The Prime Cost sum is nett. The Contractor is to include for all labour, other materials, profit, etc.)	H3	
3	1	202	36 Extra over brickwork for face brickwork  necessary for handling if precast, including all formwork, moulds, shallow excavation, filling and ramming, laying to falls, bedding and pointing in (3:1) cement mortar	m <sup>2</sup>	14
3	1	202	37 Channel size 780 x 70 mm thick overall with 780 x 100 mm deep V-shaped waterway	m	78
3	1	202	38 Extra for angle	No	4
3	1	202	39 Extra for T-intersection	No	2

3	1	203	40	Extra for forming 100 mm thick spreader 1500 mm long and fanning out to 1200 mm width at furthest end with seven concrete bricks cast in as brick-on-end diffusers in three rows including floating off concrete to a smooth finish.	No	2		
3	1	203		DRIVEWAY AND PARKING AREA	H2			
3	1	203	41	Allow the sum of R150,000.00 for paved parking area(60mm Paver) and driveway to be measured and rated out in accordance with Bill of Quantities rates	Item	1	Sum	R150 000,00
3	1	203		Kerb:	H3			
3	1	203	42	Precast concrete kerb (SABS Figure 7) bedded, jointed and laid complete including Class B concrete haunching.	m	80		
3	1	203	43	Ditto circular on plan	m	5		
<b>Total Carried Forward</b>								

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								

3	1	203	44	Composite precast concrete kerb (SABS 927 Fig 4) size 150 x 250 mm high with one side partially splayed, laid on end adjacent to and including precast channel piece (SABS 927 Fig 14) size 300 x 100 mm high extreme splayed on top all set in and including cement concrete (15Mpa of 19 mm stone) bed and backing 600 mm wide and average 150 mm deep including jointing in 3:1 sand cement mortar, all necessary excavation, backfilling, formwork, etc	m	15		
3	1	203		SECURITY FENCING	H2			
3	1	203	45	Allow for clearing site for the width of 1000 mm where fencing runs are to be erected including removing trees, shrubs etc. not exceeding 200 mm girth, grubbing up roots and roughly levelling	m	70		
3	1	204	47	Installation of a 1,8m High W- Section Galvanised Palisade security fence	m	70		

<b>Total Carried Forward</b>	
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward								

				RAINWATER TANKS AND STANDS				
			57					30
3	1	205		THE FOLLOWING IN 1NO: RAINWATER TANK AND STAND				
3	1	205		EXCAVATION, FILLING, ETC				
			58		H1			0
3	1	205		Excavation in earth not exceeding 2 m deep	H1			0
3	1	205	59	Trenches				
3	1	205		Extra over trench and hole excavations in earth for excavation in	H2			
3	1	205	60	Soft rock	H3			5
				Hard rock	m <sup>3</sup>			
3	1	205		Hard rock	H3			
3	1	205	61	Extra over all excavations for carting away				10
3	1	205		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>			
3	1	205	62	Risk of collapse of excavations	m <sup>3</sup>			1
				Sides of trench and hole excavations not exceeding 1,5 m deep	H3			
3	1	205		Keep excavations free of water	m <sup>3</sup>			
3	1	205	63	Keeping excavations free of water				16
3	1	205	64	Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density	H3			2
3	1	206		Backfilling to trenches, holes, etc	m <sup>2</sup>			
				Under floors, steps, pavings, etc	H3			
3	1	206	65	Approved earth filling (G7) supplied and carted onto site by the Contractor, well watered and compacted	Item			4

3	1	206	66	in layers not exceeding 150mm thick to obtain 98% Mod AASHTO density:	m <sup>3</sup>	12		
				Under Floors, etc	m <sup>3</sup>			
					H3			
3	1	206		Compaction of surfaces				
3	1	206		Compaction of in-situ material under floors, etc including scarifying for a depth of 150 mm, breaking down oversize material, adding suitable material where necessary and com pacting to 93% Mod AASHTO density	m <sup>3</sup>	12		
3	1	206	67		m <sup>3</sup>			
				PROTECTION AGAINST TERMITES	H3			
					m <sup>2</sup>			
3	1	206		Soil insecticide				
3	1	206		Under floors, etc including forming and poisoning shallow furrows against foundation wall, etc and filling in furrows and ramming				
3	1	206	68		H1	6		
				UNREINFORCED CONCRETE	H1			
				25 Mpa/19 mm concrete	m <sup>2</sup>			
3	1	206	69	Strip footings		4		
				REINFORCED CONCRETE	H2			
				25 Mpa/19 mm concrete	H3			
3	1	206		Surface beds on waterproofing in panels including forming saw cut joints, toggle construction joints, etc (Panels not exceeding 12m)	m <sup>3</sup>	1		
3	1	206	70		H2			
				Finishing top surfaces of concrete smooth with a wood float	H3			
3	1	206		Surface beds, slabs, etc	m <sup>3</sup>			
3	1	206						

						H3			
						m <sup>2</sup>			

<b>Total Carried Forward</b>								
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SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>Total Brought Forward</b>								
3	1	207		FORMWORK	H2			
3	1	207		ROUGH FORMWORK (DEGREE OF ACCURACY III) (CPAP Work Group No 111)	H2			
3	1	207	71	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	10		
3	1	207		REINFORCEMENT	H2			
3	1	207		Fabric reinforcement	H3			
3	1	207	72	Ref 193 fabric reinforcement in concrete surface beds, slabs, etc	m <sup>2</sup>	12		
3	1	207		BLOCKWORK	H2			
3	1	207		Blockwork in class II cement mortar	H3			
3	1	207	73	190 mm Walls	m <sup>2</sup>	25		
3	1	207		Sundries	H3			
3	1	207		EXTERNAL PLASTER	H2			
3	1	207		One coat 15 mm thick cement plaster (4:1) on blockwork finished with a wood float	H3			

3	1	207	77	On walls	m <sup>2</sup>	25
3	1	207		PLUMBING AND DRAINAGE (CPAP Work Group No 148)	H2	
3	1	207		10 000 Litre tank with diameter 2200 m; Height of 3150 mm and a lid of 480 mm Clip - on approved plastic tanks manufactured with and including "Herschel Community Hall" name written or engraved on the tank, etc. as per manufacturers specification:	H3	
3	1	207	78	10 000L with diameter 2200 m; Height of 3150 mm and a lid of 480 mm Clip-on "Polyethylene"rainwater tanks tied down with chains in hose-pipe fix to hooks cast into concrete	No	4
3	1	208		TAPS, VALVES, ETC.	H2	
3	1	208			H3	
3	1	208	79	20mm hose tap with hose union.	No	6
	1	208		20mm hose tap with hose iron		
				Supply, bed, lay, disinfect, join and test portable water pipelines. Rate to include excavation, bedding and backfilling, except where specific items are provided. All activities in accordance with project specification.	No	1
			80	Supply and Install standpipe complete including HPDE saddle, 32 mm HDPE pipe (20m), tap and Galvanised riser pipe, concrete work including shuttering, elbows, nipples, etc as per drawing No. PR107/BMCE/ST/FA/504		
3	1	208	80	63mm dia, HDPE Class 12,5	m	350

3	1	209	80	<b>Refurbishment of Ablutions Sum of R80 000</b>	item No	1	sum	R80 000,00
3	1	210	81	<b>BOREHOLE DEVELOPMENT</b> Allow for Groundwater Development; Drilling of borehole; Testing of water quality; Installation of pump as per the engineers design; Construction of Pumphouse and Construction of a pipeline to the storages.				
3	1	211	82		item No	1	sum	R350 000,00
<b>Total Carried Forward To Summary</b>								

SECTION	BILL	PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5	1	210			5 H1			
5	1	210		BILL NO. 1	H1			
5	1	210		PROVISIONAL SUMS	H1			
5	1	210		WORK TO BE CARRIED OUT BY SPECIALIST SELECTED OR NOMINATED SUB- CONTRACTORS	H3			
5	1	210		The following Amounts are for work to be carried out by Specialists to be Selected/Nominated by the PrincipalAgent and are each followed by :  An item wherein the Contractor may allow for profit upon the Selected/Nominated Sub-Contractor, if he so desires and  An item wherein the Contractor may allow for attendance upon the Selected/Nominated Sub-Contractor, if he so desires				

5	1	210		H3			
			Note: All Provisional Sums and P.C. Amounts are nett and no Builders Discount is allowed				
5	1	210	ELECTRICAL INSTALLATION	H2			
5	1	210	1 Provide the amount of R200 000 for Electrical Installation.	sum	1	sum	R200 000,00
5	1	210	2 Allow for profits if required	Item			
5	1	210	3 Allow for attendance	Item	1		
5	1	210	ESKOM CONNECTION	H2			
5	1	210	4 Eskom Connection from an existing transformer on the site.	Item	1		
5	1	210	5 Profit on above item	Item			
5	1	210	6 Attendance on ditto	Item	1		
5	1	211	COMMUNITY LIAISON OFFICER (CLO) AND PSC MEMBERS	H1	0		
5	1	211	7 Provide the amount of R32 000.00 to be paid to the CLO and PSC members for the duration of the contract (R5000.00 per month for CLO and R250.00 per PSC member per meeting)	Item	1	sum	R32 500,00
5	1	211	8 Profit on above item	Item			
5	1	211	9 Attendance on ditto	Item	1		
5	1	213	1 Preliminaries	Page	-149-		

5	1	213	2 Buildings	Page	-197-		
5	1	213	3 External Works	Page	-209-		
5	1	213	4 Provisional Sums	Page	-212-		
<b>Total Carried Forward To Summary</b>							

**ELECTRICAL WORKS BILL OF QUANTITIES:**

<b><u>CONSTRUCTION SCOPE OF WORK</u></b>								
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Material Unit Price</b>	<b>Material Total Price</b>	<b>Labour Unit Price</b>	<b>Labour Total Price</b>	<b>Total Price</b>
<b><u>1</u></b>	Preliminary and General							
	Allow for the costs which the contractor may incur in terms of any or all of the description in these documents and drawings which are not specifically covered in the bill of quantities. Submit full details.							
	Fixed Charge Items							
<b><u>1</u></b>	Formal contract	Sum						
<b><u>2</u></b>	Sureties	Sum						
<b><u>3</u></b>	Insurance of works etc. and damage to persons and property	Sum						

Item	Description	Unit	Qty	Material Unit Price	Material Total Price	Labour Unit Price	Labour Total Price	Total Price
4	Workmen's compensation	Sum						
5	Initial supply of plant, material and labour and services required by contractor	Sum						
6	Contractor's camp site / store yard	Sum						
7	Allow for the materials collection from supplier and delivery to site	Sum						
8	Contractor's superintendence	Sum						
9	Care of works, damage to persons and property	Sum						
10	Provision of plant, material and labour	Sum						
11	Clearance of site during contract and on completion	Sum						
12	Site Security	Sum						
13	Site Lighting	Sum						

<b>2</b>	<b>CABLE TRAYS/LADDERS AND CONDUIT INSTALLATION</b>								
	<b>(including brackets and accessories)</b>		<b>fixing and</b>						
<b>Item</b>	<b>Description</b>		<b>Unit</b>	<b>Qty</b>	<b>Material Unit Price</b>	<b>Material Total Price</b>	<b>Labour Unit Price</b>	<b>Labour Total Price</b>	<b>Total Price</b>
2,1	Supply and install conduit incl short lengths, jointing and Accessories								
	Type : PVC								
1	20 mm - Recessed (cast or chased)		m	1 600					
2	110mm Sleeve		m	15					
	TOTAL BILL 2 CARRY TO SUMMARY								

Item	Description	Unit	Qty	Material Unit Price	Material Total Price	Labour Unit Price	Labour Total Price	Total Price
<b>3</b>	<b>CABLE INSTALLATION</b>							
	<b>Supply and Install cable</b>							
<b>1</b>	Supply and install 1.6mm galavanised draw wire, drawn into conduits.	m	100					
<b>2</b>	2c x 2.5 mm2 + Earth Surfex	m	900					
<b>3</b>	2c x 1.5 mm2 + Earth Surfex	m	900					
<b>3,1</b>	Supply and Install 600/1000 V cables Type: PVC / PVC/ SWA / PVC + ECC							
<b>1</b>	4c x 16 mm2	m						
<b>2</b>	4c x 25 mm2	m	100					

Item	Description	Unit	Qty	Material Unit Price	Material Total Price	Labour Unit Price	Labour Total Price	Total Price
<b>3,2</b>	<b>CABLE GLAND AND TERMINATE</b>							
	Gland and terminate 600/1000 V PVC / SWA (+ ECC) cables including the supply of cable glands							
<b>1</b>	4c x 16 mm2	each						
<b>2</b>	4c x 25 mm2	each	6					
	<b>TOTAL BILL 3 CARRY TO SUMMARY</b>							
<b>4</b>	<b>LIGHTING, SMALL POWER AND ACCESSORIES</b>							
<b>4,1</b>	<b>Supply &amp; install lighting fixtures including fixing brackets, lamps and accessories</b>							
<b>1</b>	Bulkhead, LED 15W	each	29					
<b>2</b>	T5 1.5m LED -2x18W	each	14					

3	T5 Highbay 1.5m LED - 4x18W with chains	each	16					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Material Unit Price</b>	<b>Material Total Price</b>	<b>Labour Unit Price</b>	<b>Labour Total Price</b>	<b>Total Price</b>
4,2	Supply and install lighting infrastructure including brackets and accessories fixing and							
1	Conduit Box - 60mm Round x 25mm deep	each	25					
2	16A One way light switch flush mounted on wall	each	10					
3	16A Two way light switch flush mounted on wall	each	6					
4,3	Supply and install small power outlets including brackets and accessories fixing and							
1	16A, 3 pin, Switched Double Socket Outlet	each	27					

Item	Description	Unit	Qty	Material Unit Price	Material Total Price	Labour Unit Price	Labour Total Price	Total Price
<b>4,4</b>	<b>Supply and install photo electric cell including brackets and accessories</b>							
1	Photo electric cell unit	each	1					
	<b>TOTAL BILL 4 CARRY TO SUMMARY</b>							
<b>5</b>	<b>Earthing &amp; Lightning protection</b>							
1	70mm <sup>2</sup> BARE COPPER EARTH WIRE	M	120					
2	Termination of 70mm <sup>2</sup> BARE COPPER EARTH WIRE	Each	120					
3	Earth rods: 1,2m in length and M12 diameter	Each	8					
4	20mm Galvanised steel conduit	Each	50					
5	Conductive Cement	Each	5					

Item	Description	Unit	Qty	Material Unit Price	Material Total Price	Labour Unit Price	Labour Total Price	Total Price
	TOTAL BILL 5 CARRY TO SUMMARY							
<b>6</b>	<b>Testing and Commisioning</b>							
<b>1</b>	Testing and Commisioning of the COMMON electrical installation and the issuing of all compliance certificates.	Sum	1					
	TOTAL BILL 6 CARRY TO SUMMARY							
<b>7</b>	<b>Supply and Install Distribution Board</b>							
<b>1</b>	Eskom supply of Transformer and LV Point	<u>Sum</u>	<u>1</u>					
<b>2</b>	Compression gland and shroud for Airdac	<u>No</u>	<u>1</u>					
<b>3</b>	Samite distribution board 16 way	<u>No</u>	<u>1</u>					

Item	Description	Unit	Qty	Material Unit Price	Material Total Price	Labour Unit Price	Labour Total Price	Total Price
4	CBI QF-S-4(13) Switch Disconnecter 4Pole-63A	<u>No</u>	<u>1</u>					
5	CBI SF1-G0 Switch Disconnecter SP-60A (stove)	<u>No</u>	<u>1</u>					
6	CBI QF-S-2(13) 5kA Switch Disconnecter DP-63A	<u>No</u>	<u>1</u>					
7	CBI QF-1(19) 5kA Circuit breaker SP-40A	<u>No</u>	<u>0</u>					
8	CBI QF-1(13) 5kA Circuit Breaker SP- 20A	<u>No</u>	<u>4</u>					
9	CBI QF-1(13) 5kA Circuit Breaker SP- 10A	<u>No</u>	<u>8</u>					
10	CBI QF17C-240V AC Earth Leakage -63A	<u>No</u>	<u>1</u>					
11	Surge arrestor QFLN-2(13)	<u>No</u>	<u>1</u>					
12	Electrical dispenser (ED) Single phase /Three phase	No	1					
	<b>TOTAL BILL 7 CARRY TO SUMMARY</b>							

Item	Description	Unit	Qty	Material Unit Price	Material Total Price	Labour Unit Price	Labour Total Price	Total Price
	Labour							
8	Provide a maintenance to the development for a period of one year from date of hand over. Maintenance of complete installation including the replacement and fittment of lamps.		1					
	<b>TOTAL BILL 8 CARRY TO SUMMARY</b>							
<b><u>SUMMARY</u></b>								
<b><u>TOTAL 1</u></b>								
<b><u>TOTAL 2</u></b>								
<b><u>TOTAL 3</u></b>								
<b><u>TOTAL 4</u></b>								

<b><u>TOTAL 5</u></b>					
<b><u>TOTAL 6</u></b>					
<b><u>TOTAL 7</u></b>					
<b><u>TOTAL 8</u></b>					
<b><u>TOTAL Item 1 - 8</u></b>					

SECTION SUMMARY		
SECTION	DESCRIPTION	AMOUNT
SECTION No.1	PRELIMINARIES	
SECTION No.1, BILL No.1	EARTHWORKS	
SECTION No.1, BILL No.1	CONCRETE	
SECTION No.1, BILL No.2-No.3	FOUNDATION BLOCKWORK, CONCRETE FORMWORK, REINFORCEMENT AND PRECAST CONCRETE	
SECTION No.2, BILL No.4	MASONRY	
SECTION No.2, BILL No.5-No.7	WATERPROOFING, ROOF COVERING, CAPENTRY AND JOINERY AND FURNITURE	
SECTION No.2, BILL No.8-No.10	CEILING, IRONMONGERY, BATHROOM FITTING AND METAL WORK	
SECTION No.2, BILL No.11-No.14	PLASTERING, TILING, PLUMBING AND DRAINAGE, PAINTING	
SECTION No.3, BILL No.1	EXTENAL WORKS, PARKING & DRIVEWAY, FENCING AND BOREHOLE DEVELOPMENT	
SECTION No.5, BILL No.1	PROVISIONAL SUMS	
ELECTRICAL WORKS BILL OF QUANTITIES		
<b>SUB-TOTAL 1</b>		
ADD 15% VAT		
<b>TOTAL CONSTRUCTION COST</b>		

**DECLARATION (In respect of completeness of Tender)**

Senqu Municipality  
19 Murray Street  
Lady Grey  
9755

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 156 pages in consecutive order upon which my/our tender for **TENDER NO. 16 / 2022 – 2023 T : Construction of Herschel Community Hall** has been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

-----  
SIGNATURE OF TENDERER/S

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DATE

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## Part C3: Scope of Work

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<b>C3.1</b>	<b>Description of the Works</b>	<b>103 – 103</b>
<b>C3.2</b>	<b>Engineering / Design</b>	<b>104– 105</b>
<b>C3.3</b>	<b>Procurement</b>	<b>106 – 106</b>
<b>C3.4</b>	<b>Construction</b>	<b>107 – 107</b>
<b>C3.5</b>	<b>Management</b>	<b>108– 114</b>
<b>C3.6</b>	<b>Annexes</b>	<b>115– 122</b>
<b>C3.7</b>	<b>Site Information</b>	<b>123 - 123</b>

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

### **CONTENTS**

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS

### **1.1 Employer's objectives**

To provide a Herschel village of Ward 13 with a Community Hall in Senqu Local Municipality.

### **1.2 Overview of the works**

Demolishing of the existing Structure, New Hall, Fencing, Refurbishment of existing Ablution Facilities Electrical installation and siteworks.

### **1.3 Extent of the works**

- Construction of a 252 seats capacity community hall with 4 x 10 .000 litres rainwater tanks;
- Construction of 600x250mm 25MPa concrete strip foundation for both bearing and non-bearing walls;
- Clean approved fill compacted in layers of not more than 150mm;
- 100mm concrete slab on 250-micron DPM on 50mm sand blinding layer;
- Floor finish to be porcelain floor tiling;
- The structure is 290 m2 in area coverage with 24.79 x 11.59 m;
- The walls will be built with a single leaf M6, plastered and painted internally and externally;
- Blockwork will be reinforced every fourth course;
- A chromadek finish corrugated iron roof sheeting is proposed to be used;
- S. A pine purlins at maximum of 1100mm c/c, on S.A pine prefabricated roof trusses at 17.5° roof pitch on 114x38mm S.A wall plate tied to blockwork with roof anchor ties built into blockwork;
- Refurbishment of Ablution facilities;
- Demolishing of the existing structure 375 square meters
- Water source (Borehole Development);
- Construction of proper stormwater drainage;
- Construction of a 1,8m High W- Section Galvanised Palisade security fence
- Construction of crusher dust top surface car parking.

### **1.4 Location of the works**

The site is in Herschel, village under Ward 13 of Senqu Local Municipality.

### **1.5 Temporary works**

Not applicable

# C3.2 Engineering / Design

## CONTENTS

- 3.2.1 EMPLOYER’S DESIGN
- 3.2.2 DESIGN BRIEF
- 3.2.3 DRAWINGS
- 3.2.4 DESIGN PROCEDURES

### 3.2.1 EMPLOYER’S DESIGN

The employer’s design encompasses all facets of the design and construction of the works described in Clause 3.1.3 Extent of the Works above.

### 3.2.2 DESIGN BRIEF

There are no design and construction elements under this Contract.

### 3.2.3 DRAWINGS

The following main drawings main drawings are applicable to the contract:

- PR107/BMCE/FT/001- Hall Layout
- PR107/BMCE/FT/003- Locality Map
- PR107/BMCE/FT/004- Site Layout
- PR107/BMCE/FT/005-Kitchen Layout
- PR107/BMCE/FT/006- Half Wall Foundation
- PR107/BMCE/FT/500- Nameboard
- PR107/BMCE/FT/501- Fencing Detail
- PR107/BMCE/FT/502- Storage Tank Detail
- PR107/BMCE/FT/503- Wall Section
- PR107/BMCE/504- Stand pipe details

#### Key plans

Not applicable

#### Typical details

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#### Layout plans

.....

#### Cross sections

.....

#### Intersection layouts

.....

#### Services layouts

.....

#### Storm water details

.....

#### Insitu culvert

.....

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

#### Architectural drawings

**Civil engineering drawings**

.....  
**Mechanical engineering drawings**

.....  
**Electrical drawings**

## C3.3 Procurement

### □ Preferential procurement procedures

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

### □ Scope of mandatory subcontract work: Fencing, 4 x tanks stands, 1 x Standpipes

**The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.**

Items to be sub-contracted to Local Emerging Contractors are as follows.

- Fencing
- 4 x Tank stands
- 1 x Standpipes
- Painting

The contract for Local SMME's will be advertised on Senqu Local Municipal notice board inviting competitive Local SMME'S to submit quotations in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC Series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

**The Employer, the Engineer together with the Contractor shall evaluate (adjudication to appointment of local SMME) the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer, the Engineer and from the Contractor.**

**The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.**

## **C3.4 Construction**

### **CONTENTS**

- 3.4.1 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.2 LOCAL PRODUCTION AND CONTENT

#### **3.4.1 WAYLEAVES, PERMISSIONS AND PERMITS**

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

#### **3.4.2 LOCAL PRODUCTION AND CONTENT**

The Contractor will be required to comply with all requirements as stated in this document.

## C3.5 Management

### CONTENTS

- 3.5.1. FORMS FOR CONTRACT ADMINISTRATION
- 3.5.2. PARTICIPATION OF TARGETED LABOUR
- 3.5.3. COMMUNITY LIAISON OFFICER
- 3.5.4. PARTICIPATION OF TARGETED ENTERPRISES
- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY

#### 3.5.1. FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

- a) B-BBEE Sub-contract Expenditure Report
- b) Joint Venture Expenditure Report
- c) Targeted Labour Contract Participation Expenditure Report
- d) Targeted Enterprises Contract Participation Expenditure Report

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **PREFERENCE POINTS CLAIM FORM**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG<sub>L</sub>) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG<sub>E</sub>) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

#### 3.5.2 PARTICIPATION OF TARGETED LABOUR

##### 3.5.2.1 Minimum targeted labour contract participation goal as per EPWP guidelines

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG<sub>L</sub>) is

**10%**

The minimum CPG<sub>L</sub> is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead.

It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG<sub>L</sub>.

**3.5.2.2 Definitions**

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“**Target area**” means the geographical area shown on plan in Part C4: Site Information

“**Targeted labour contract participation goal (CPGL)**” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted labour**” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“**Threshold value**” is **R350.00** per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

**3.5.2.3 The selection and recruitment of targeted labour**

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer’s Agent.

**3.5.2.4 Contract participation goal credits**

Credits towards the achieving the minimum CPGL shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

**3.5.2.5 Training of targeted labour**

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

**3.5.2.6 Penalties**

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPGL}^S - \text{CPGL}^A) \times P^*$$

Where  $\text{CPGL}^S$  = the specified minimum targeted labour contract participation goal (expressed as a percentage).

$\text{CPGL}^A$  = the targeted labour contract participation goal achieved (expressed as a percentage).

$P^*$  = the value of the contract.

**3.5.3. COMMUNITY LIAISON OFFICER**

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document. This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R360.00** per day.. As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

#### **3.5.4. PARTICIPATION OF TARGETED ENTERPRISES**

##### **3.5.4.1 Minimum targeted enterprises contract participation goal**

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG<sub>E</sub>) is

<b>10 %</b>
-------------

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG<sub>E</sub>.

##### **3.5.4.2 Definitions**

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

**"Target area"** means the geographical area shown on plan in Part C4: Site Information

**"Targeted enterprises contract participation goal (CPG<sub>E</sub>)"** means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

**"Targeted enterprises"** means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

**"Value of the contract"** means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

##### **3.5.4.3 Achieving the contract participation goal**

The contractor may achieve the specified minimum CPG<sub>E</sub> as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;

- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG<sub>E</sub>.

#### 3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG<sub>E</sub> shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- c) conditions which are more onerous than those that exist in the prime contract (this contract);
- d) payment procedures based on a pay when paid system;
- e) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG<sub>E</sub>.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer's Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

#### 3.5.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_E^S - \text{CPG}_E^A) \times P^*$$

Where  $\text{CPG}_E^S$  = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

$\text{CPG}_E^A$  = the targeted enterprises contract participation goal achieved (expressed as a percentage).

$P^*$  = the value of the contract.

#### 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

#### 3.5.6. HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.



**E: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

**COMPILERS MUST INSERT TENDER SPECIFIC SPECIFICATIONS BELOW**

**H: HEALTH AND SAFETY SPECIFICATION**

**COMPILERS MUST INSERT TENDER SPECIFIC SPECIFICATIONS BELOW**

## **C3.6 Annexes**

### **CONTENTS**

- C.3.6.1 B-BBEE Sub-contract Expenditure Report
- C.3.6.2 Joint Venture Expenditure Report
- C.3.6.3 Targeted Labour Contract Participation Expenditure Report
- C.3.6.4 Targeted Enterprises Contract Participation Expenditure Report

**(C.3.6.1) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)**

**TENDER NO. AND DESCRIPTION:** .....

**SUPPLIER:** .....

**B-BBEE SUB-CONTRACT EXPENDITURE REPORT**

Rand Value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P\*) R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier <sup>1</sup>	Total value of Sub-contract (excl. VAT) <sup>1</sup>	Value of Sub-contract work to date (excl. VAT) <sup>1</sup>	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

<sup>1</sup>Documentary evidence to be provided

Total: R  
Expressed as a percentage of P\* %

**Signatures**

**Declared by supplier to be true and correct:** \_\_\_\_\_

**Date:** .....

**Verified by SM Project Manager:** \_\_\_\_\_

**Date:** .....

**(C.3.6.2) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)**

TENDER NO. AND DESCRIPTION: .....

SUPPLIER: .....

**PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT**

Rand value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P\*) R

B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement <sup>1</sup> A	Total value of partner's contribution (excl. VAT) <sup>1</sup> B = A% x P*	Value of partner's contribution to date (excl. VAT) <sup>1</sup> C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

<sup>1</sup>Documentary evidence to be provided

**Signatures**

Declared by supplier to be true and correct: \_\_\_\_\_

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

Verified by SM Project Manager: \_\_\_\_\_

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





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## Part C4: Site information

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The site is in Lady Grey, Herschel village under Ward 13 of Senqu Local Municipality.

Co-ordinates: **31°36'57.9" S 27°09'43.3" E**

# ANNEXURES