

**BID NO:80/2023: PANEL OF CONTRACTORS FOR THE MAINTENANCE
OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI
LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF
36 MONTHS**

BID NO: NKO:80/2023

**The Municipal Manager
Mr X.T MABILA**

VAT Registration No: 4300102938

PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
CSD Number	
CIDB GRADE	

CLOSING DATE: 28/11/2023

NKOMAZI LOCAL MUNICIPALITY

PANEL OF CONTRACTORS FOR THE MAINTENANCE OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

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BID NO: NKO:80/2023: PANEL OF CONTRACTORS FOR THE MAINTENANCE OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

The Nkomazi Local Municipality invites interested parties with grade 3CE/GB or higher to bid for the maintenance of municipal building infrastructure within the Nkomazi Local Municipality for a period of three years (36 months). Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 530.00** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **27/10/2023** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

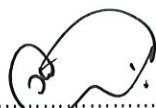
A non-compulsory tenderer briefing session will be held on **10/11/2023 at 10h00** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. It is advisable that Service Providers do attend the briefing session for explanation and clarity purposes. Bidders are advised not to commit fraudulent activities or forge document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 28/11/2023** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. H Ngomane at 013 790 245, between 07H15 – 16H00 on working weekdays.



XT MABILA
MUNICIPAL MANAGER

23.10.2023

Date

The following conditions must be complied with:

- **The following conditions must be complied with: Failure to comply with the following will render the tenderer liable to rejection:**
 - All pages must be completed, and all page's form part of the tender document, therefore no page removal is allowed.
 - Scratching out / painting over rates / use of correcting fluid and Pencil is not allowed.
 - Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
 - Failure to submit documents required in this document
 - Form of tender not filled and signed and all pages of bid documents not initialed.
 - Enterprise particulars not provided.
 - The bid has been submitted after the closing date and time.
 - Failure to sign all required Pages of the Tender documents

- **Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate**
 - Attach Copy of SARS Tax Pin or tax clearance certificate
 - Copy of Central Supplier Database Registration Report
 - Certified copy of Company Registration (CK)
 - All declarations and authorisations must be duly signed.
 - All returnable schedules must be completed
 - Attach proof of rates and taxes not later than 3 months/Proof of Residence
 - Copy of Authority for signatory (Must be in the company letter head)
 - Proof of Active CIDB contractor grading designation of 3 CE/GB or higher
 - Certified Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g., Letter of Good Standing issued by Department of Labour related to construction.
 - One pager of methodology/proposition from bidders on how they are planning to contribute to Nkomazi Local Municipality in terms of skills development, young women/mother upliftment, development of parks or open space, on the job training and development, collaboration with local community based organization ect.

- **NB: Certified copies of documentation must not be older than three months to be regarded as valid. Copies of "certified copies" will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.**

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals

Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate

Section	Compulsory Returnable Schedule	Attached YES/NO
a.	Compulsory Enterprise Questionnaire- Contractors	
b.	Attach Original or Copy of Authority for signatory (Must be in the company letter head)	
c.	Record of Addenda of Tender Documents (Where Applicable)	
d.	Fully completed Bill of Quantities (BOQ) / Pricing Schedule	
e.	Fully completed and signed form of offer	
f.	Fully completed original tender document and all pages must be initialized by bidder	
g.	If the bidder is a Joint Venture / Consortium / partnership, an original copy of such an agreement and a resolution by each to such joint venture / consortium / partnership authorizing its participation in the bid	
h.	Fully completed Municipal Bidding Documents attached in the tender document.	
i.	Certified Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing issued by Department of Labour related to construction.	
j.	Certified copy of Contractor Registration for Incorporation or of Company Registration Document / Certified copy of Company Registration (CK)	
k.	Certified copy of identity documents of Owners / Directors / Members / Shareholders not older than 3 Months as at the closing date of the bid.	
l.	Attach a certified Copy of SARS Tax Pin or tax clearance certificate Bidders who are in Joint venture should submit individual Tax SARS PIN Certificates.	
m.	Certified Copy of Central Supplier Database Registration Report	
n.	Certified CIDB Grading Certificate as per the grading stated above	
o.	All declarations and authorizations must be duly signed.	
p.	All returnable schedules must be completed	
q.	Certified copy of proof of payment for Municipal rates and taxes for both the director and Company or letter from the municipality that indicate that your business is situated in an area in which it does not bill. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property	
r.	Attach Original or Copy of Authority for signatory (Must be in the company letter head)	

OTHER INFORMATION REQUIRED FOR EVALUATION PURPOSES

a.	Key Personnel/ Organogram	
b.	Qualifications and Relevant Experience of the Overall Project Manager/Director (Curriculum Vitae Format)	
c.	Qualifications and Relevant Experience of the company foremen, Site Agent, Safety Officer and artisan (Curriculum Vitae Format)	
d.	Certified CIDB Grading Certificate	
e.	Summary of Tendering Firms Experience (Similar Work and Environment)	
f.	Schedule of Plant and Equipment/Letter of Intent to Hire	
g.	Occupational Health & Safety Plan	

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipality

T1.1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI LOCAL MUNICIPALITY					
BID NUMBER:	NKO:80/2023	CLOSING DATE:	28/11/2023	CLOSING TIME:	12H00
DESCRIPTION	PANEL OF CONTRACTORS FOR THE MAINTENANCE OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (FOR A PERIOD OF 3 YEARS)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
MALELANE CIVIC CENTRE					
9 PARK STREET MALELANE					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
PREFERENCE POINTS IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 WILL APPLY					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		N/A
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT		CONTACT PERSON	Mr.H Ngomane	
CONTACT PERSON	Richard Mabuza		TELEPHONE NUMBER	013 790 0014	
TELEPHONE NUMBER	013 7900386		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	hmnkomazi@gmail.com	
E-MAIL ADDRESS	Richard.mabuza@nkomazi.gov.za				

PART T1.1
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. It is advisable that Service Providers do attend the briefing session though it is not compulsory, but for explanation and clarity service providers are encouraged to attend. It is also important that those who will not make it on the briefing would not be penalized and they will be allowed to contact the office for clarity.
11. Nkomazi Local Municipality does not require bidders to attach proof of payment for the purchase of bid document where previously it was a requirement.

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T.1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of 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 the 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 additional conditions of the tender are:

Clause number

Tender Data for PROJECT NUMBER - NKO 80/2023

- T.1.1 The employer is the **NKOMAZI LOCAL MUNICIPALITY, NKOMAZI LOCAL MUNICIPALITY.**
- T.1.2 The tender documents issued by the employer comprises:
 - T1.1 Tender notice and invitation to tender
 - T1.2 Tender data
 - T2.1 List of returnable documents
 - T2.2 Returnable schedules
 - Part 1: Agreements and contract data**
 - C1.1 Form of offer and acceptance
 - C1.2 Contract data
 - C1.3 Form of Guarantee
 - C1.4 Adjudicator's appointment
 - Part C 2: Pricing data**
 - C2.1 Pricing Assumptions
 - C2.2 Activity Schedule / Bills of Quantities / Schedule of Rates
 - Part C 3: Scope of work**
 - C3 Scope of work
 - Part C 4: Site information**
 - C4 Site information

F.2.1

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 3 GB/3 CE or Higher only class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB/3CE or Higher (class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

F.2.2 A two-envelope procedure will not be followed.

F.2.3 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.4 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.5 The tender offer validity period is 90 days.

F.2.6 The tenderer is to submit the priced schedule of rates and return the priced schedule with the tender.

11.3 TECHNICAL SPECIFICATION

11.3.1 Overview of the works

The Scope of Work is defined as outline below, but not limited to:

Civil Works

- Repair of pipe works
- Repair of walking rails
- Repair and reconstruction of bio-filters and manhole chambers
- Construction and repair of sludge drying beds
- Construction/Renovation of building structures (Process controller's room, Store rooms, Ablution facilities, Laboratories, Security houses, kitchens etc.)
- Repair or replace fencing
- Cleaning around the yards and ponds (Grass cutting, removal of reeds in ponds)
- General Cleaning each process units
- Unblocking of the sewer networks, stormwater systems and cleaning of the balancing tanks at booster pump stations
- Paving and landscaping
- Sealing of reservoirs and all other civil structures
- Desludging of the oxidation ponds

Process Units

- Filtration Process –Sand media grading, sluice gates, Valves (Air, Wash valve, Filter valves)
- Sedimentation Tanks – Round Dam, Scraper Bridge, Scour Valves, Gearbox, Stirrers, Turbo Circulators rotating Bridge (All Mechanical and Electrical Equipment)
- Secondary Sedimentation – Pulsators vacuum extractor fans, The baffle plates, Overflow weirs, pipes (all mechanical and electrical equipment)
- All coagulants and disinfectants dosing systems: (Refurbishment of the dosing system)
- Back wash Pumps and air blowers: All mechanical, electrical and equipment for the pumps and controls
- Bulk Storage for Chemicals (Lime, Chlorine, Polyelectrolytes)
- Inlet works (Mechanical and Handrake screens, Degritting units)

Labour Rates

Bidders are to note the following

Labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted labour. The

set rates of pay shall not be lower than as recommended in the Government Gazette.

Note: Bidders are to refer to the latest Government Gazette for the full intent and purpose of the Task grade and the minimum wage rate.

NOTE:

- a) Should it be discovered that false information has been provided the tender (offer) shall be invalidated

F3.13.1 Tender offers will only be accepted if:

- a) the tenderer has in his or her possession a copy valid Tax Clearance Certificate issued by the South African Revenue Services.
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

NOTE:

1. RETENTION

The NKOMAZI LOCAL MUNICIPALITY has further resolved that the deduction of retention monies from progress payment should remain in place as a security against any defaulters or in lieu of poor workmanship:

1.1 BUILDING CONTRACTS IN GENERAL

10% Retention shall be deducted on any progress payment certificate, until the total deducted retention value equal 5% of total contract/project value. The money shall be released at the expiry date of the retention period, which is normally a three-month period.

Annexure B: Standard Conditions of Tender

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

1. Scope

This standard establishes requirements for engineering and construction works contracts aimed at bringing about standardization and uniformity in construction contracts documentation, practices and procedures.

2. Normative references

The following referenced documents are for the application of this standard.

For undated references, the latest edition of the referenced document (including any amendments) applies.

- 2.1 Conditions of Contract for Construction for Building and Engineering Works designed by the Employer ("Red Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.2 Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, designed by the Contractor ("Yellow Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.3 Conditions of Contract for EPC Turnkey Projects ("Silver Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.4 Conditions of Contract for Design, Build and Operate Projects ("Gold Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.5 General Conditions of Contract for Construction Works as published by the South African Institution of Civil Engineering.
- 2.6 JBCC Principal Building Agreement Edition 6.2 – May 2018 as published by the Joint Building Contracts Committee.
- 2.7 JBCC Edition 6.2 – May 2018 Minor Works Agreement as published by the Joint Building Contracts Committee.
- 2.8 NEC3 Engineering and Construction Short Contract as published by the Institution of Civil Engineering.
- 2.9 NEC3 Engineering and Construction Contract as published by the Institution of Civil Engineers.
- 2.10 Short Form of Contract ("Green Book") as published by the International Federation of Consulting Engineers (FIDIC).
- 2.11 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (as amended).
- 2.12 South African Bureau of Standards, SANS 10845-1, Construction Procurement – Part 1: Processes, methods and procedures.
- 2.13 South African Bureau of Standards, SANS 10845-2, Construction Procurement – Part 2: Formatting and compilation of procurement documentation.
- 2.14 South African Bureau of Standards, SANS 10845-3, Construction procurement – Part 3: Standard conditions of tender.

- 2.15 South African Bureau of Standards, SANS 10845-4, Construction procurement – Part 4: Standard conditions for the calling for expressions of interest.
- 2.16 General Conditions of Contract for Construction Works, Third Edition 2015

3. Definitions

For purposes of the standard, the following definitions apply:

- 3.1 **black people** means Africans, Coloured and Indians –
 - (a) who are citizens of the Republic of South Africa by birth or descent; or
 - (b) who became citizens of the Republic of South Africa by naturalisation
 - (i) before 27 April 1994; or
 - (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.
- a) **capability** means the abilities necessary to perform at the required level;
 - 1.1 **capacity** means the resources (human capital, financial, physical assets, systems, procedures) which a tenderer puts at the disposal of the project to select, fund and execute the work;
 - 1.2 **conflict of interest** means any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfil his duties impartially, an individual or the tenderer is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee;
 - 1.3 **contracting strategy** means strategy that defines the nature of the relationship which the employer wishes to foster with the contractor, which in turn determines the risks and responsibilities between the parties to the contract and the methodology by which the contractor is to be paid;
 - 1.4 **contract data** means document that identifies the applicable conditions of a contract and states the associated contract-specific data,
 - 1.5 **design and build** means contract in which a contractor designs a project based on a brief provided by the employer and constructs it;
 - 1.6 **development and construct** means contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs it;
 - 1.7 **design by employer** means contract under which a contractor undertakes only construction based on full designs issued by the employer;
 - 1.8 **employer** means an organ of state entering into a contract with a contractor for the provision of engineering and construction works;
 - 1.9 **expression of interest** means a request for respondents to register their interest in undertaking a specific contract or to participate in a project or programme and to submit

their credentials, so they may, in terms of the employer's procurement procedures, be invited to submit a tender offer should they qualify or be selected to do so;

- 1.10 **financial offer** means the cost of the procurement in monetary terms;
- 1.11 **form of offer and acceptance** means the document that formalize the legal process of offer and acceptance;
- 1.12 **functionality** means the ability of a tenderer to provide engineering and construction works in accordance with specifications as set out in the tender documents;
- 1.13 **invitation to tender** means formal invitation to qualified tenderers to make a written offer for construction works;
- 1.14 **list of returnable documents** means document that lists everything the employer requires a tenderer to include with the tender submission;
- 1.15 **management contractor** means contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract;
- 1.16 **notice and invitation to submit an expression of interest** means the document that alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria;
- 1.17 **potentially emerging enterprise** means an enterprise which is least 50 percent owned, managed and controlled by black people;
- 1.18 **preference** means points awarded for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution;
- 1.19 **pricing assumptions** means the document that provides the criteria and assumptions which are assumed in the contract and which the tenderer has taken into account when developing his prices, or target in the case of target cost contracts;
- 1.20 **quality** means totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs;
- 1.21 **scope of work** means the documentation that specifies and describes the engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;
- 1.22 **services contract** means the contract for the provision of labour or work, including knowledge-based expertise, carried out by hand, or with the assistance of equipment and plant;

- 1.23 **site information** means the document that describes the site as at the time of tender, to enable the tenderer to price tender and to decide upon the method of working and programming;
- 1.24 **submission data** means document that establishes the respondent's obligations in responding to a call for an expression of interest and the employer's undertakings in administering the process of calling for and receiving expressions of interest;
- 1.25 **term contract** means a contract that enables the employer to order work during a prescribed period at agreed rate;
- 1.26 **tender data** means the document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offer;
- 1.27 **tenderer** means a cidb registered sole proprietor, partnership or trust who establishes a company or close corporation in terms of the Companies Act, 1973 or the Close Corporations Act, 1984; submitting a tender offer;
- 1.28 **tender notice** means a formal communication to tenderers to submit competitive tenders;
- 1.29 **tender offer** means a written offer to carry out engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract;
- 1.30 **threshold** means a monetary value of a procurement contract established in any legislation governing procurement or by the executive of an institution, below which a procedure must be used.

2. Requirements

2.1 General

Procurement of construction works shall be undertaken in accordance with:

- a) The provisions of legislation regulating procurement;
- b) The cidb Code of Conduct for all parties engaged in Construction Procurement published in terms of section 5(4) of the Construction Industry Development Board Act.

2.2 Solicitation of tender offers

2.2.1 General

- 2.2.1.1 Tender offers shall be solicited using one of the Standard Procurement Procedures and Tender Evaluation Methods described in Table 1.
- 2.2.1.2 As a general rule, engineering and construction works contract shall be solicited using Standard Methods of procuring different categories of engineering and construction works contracts in accordance with the provisions of Table 2.
- 2.2.1.3 The scope of work, terms and conditions and prices that are negotiated in the negotiation procedure, the proposal procedure using the two-stage system or

- the competitive negotiation procedure shall be in the best interest of the employer.
- 2.2.1.4 Minutes of such negotiations and the reasons for pursuing such procedures shall be kept for record and audit purposes.
- 2.2.1.5 Subject to section 23(2) of the Construction Industry Development Board Act, 38 of 2000, all tender offers above the prescribed tender value published by the Minister shall include a condition that such contracts comply with the cidb best practice standards, published in terms of project assessment scheme.

2.2.2 Activities associated with the solicitation of tender offers

- 2.2.2.1 Preparation of procurement documents
- a) Procurement documents for engineering and construction works contract shall in general:
- Require tenderers to submit particulars sufficient for the employer to evaluate their tenders and to assess their status, capabilities and capacities to perform the contract;
 - Set out, in a clear and unambiguous manner, the criteria by which tenders are to be evaluated;
 - Define the risks, liabilities and contractual obligations of the parties to the contract;
 - Define the nature and quality of construction works to be provided in the performance of the contract

Table 1: Standard Procurement Procedures and Tender Evaluation Methods

Procedure		Description
PP1	Negotiation procedure	A tender offer is solicited from a single tenderer.
PP2	Competitive selection procedure	Any procurement procedure in which the contract is normally awarded to the contractor who submits the lowest financial offer or obtains the highest number of tender evaluation points.
	PP2A Nominated procedure	Tenderers that satisfy prescribed criteria are accepted to an electronic data base. Tenderers are invited to submit tender offers based on search criteria and their position on the data base. Tenderers are repositioned on the data base upon appointment or upon the submission of a tender offer.
	PP2B Open procedure	Tenderers must submit tenderer offers in response to an advertisement by the employer to do so.
	PP2C Qualified procedure	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so.
	PP2D Quotation procedure	Tender offers are solicited from not less than three tenderers in any manner the employer chooses, subject to the procedures being fair, equitable, transparent, competitive and cost-effective.
	PP2E Proposal procedure using the two-envelope system	Tenderers submit technical and financial proposals in two envelopes. The financial proposal is only opened should the technical proposal be found to be acceptable.
	PP2F Proposal procedure using the two-stage system	Non-financial proposal are called for. Tender offers are then invited from those tenderers that submit acceptable proposals based on revised procurement documents. Alternatively, a contract is negotiated with the tenderer scoring the highest number of evaluation points.
	PP2G Shopping procedure	Written or verbal offers are solicited in respect of readily available goods obtained from three source. The goods are purchased from the source providing the lowest price once it is confirmed in writing.

PP3	Competitive negotiation procedure		A procurement procedure which reduces the number of tenderers competing for the contract through a series of negotiations until the remaining tenderers are invited to submit final offers.
	PP3A	Restricted competitive negotiations	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.
	PP3B	Open competitive negotiations	Tenderers must submit tender offers in response to an advertisement by the employer to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.

Table 2: Standard methods for procuring different categories of engineering and construction works contracts.

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
Engineering and construction works	Design by employer	Contract under which a contractor undertakes only construction based on full designs issued by the employer	PP2B Open Procedure
	Design and build	Contract in which a contractor designs a project based on a brief provided by the employer and constructs it	PP2E Proposal Procedure using two-stage system. PP2C Qualified Procedure and eligibility criteria framed around the attainment of a minimum functionality score or requirements.
	Develop and construct	Contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs	PP3A Restricted Competitive Negotiation Procedure
	Management contractor / Construction Management	Contract under which a contractor provides consultation during the design stage and is responsible for planning and management all post contract activities for contractors and the performance of the whole contract	PP3B Open Competitive Negotiation Procedure

2.2.2.2 The employer shall apply the Register of Contractors as a requirement to any contracting strategy in Table 2 above for engineering and construction works contract.

b) Competitive negotiation procedures

- 4.2.3.1 The competitive negotiation procedures shall be used to negotiate with a number of responsive and qualified tenderers in order to arrive at the most acceptable offer in terms of one of the methods for evaluation tenders.
- 4.2.3.2 The employer shall negotiate with responsive and qualified tenderers when using the competitive negotiation procedures through one or more rounds of competitive negotiations, based on their rankings or the number of tender evaluation points, until the remaining tenderers are invited to submit final offers. During such negotiations, the employer:
- a) Shall ensure equal treatment of all tenderers and not provide relative to the negotiations in a discriminatory manner which may give some tenders an advantage over others;
 - b) May provide for the negotiated procedure to take place in successive stages in order to reduce the number of tenders to be negotiated with, by applying the evaluation criteria disclosed in the procurement documents that are issued to tenderers;
 - c) May not reveal to the other participant's solutions proposed or other confidential information communicated by a tenderer participating in the process without that tenderer's agreement;
 - d) May request that tender offers be clarified, specified and fine-tuned provided that such clarification, specification, fine-tuning or additional information does not:
 - i) Involve changes to the basic features of the tender process or the tender data; or
 - ii) Alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect on the tender process; and
 - e) Shall close the negotiation with tenderers when solutions which are capable of meeting its needs are identified, inform the tenderers accordingly and call for best and final offers.
- 4.2.3.3 Tenderers shall be informed of the competitive negotiation process and notified of the evaluation criteria and associated weightings in the tender data. The evaluation criteria associated with each successive round of negotiations shall not be varied. Tenderers shall be notified in advance of the weighting attached to each category or subcategory of evaluation criteria whenever another round of offers is called for.

4.4.3 Contract Data

- 4.4.3.1 The contract data in respect of prime or main contract must reference one of the following standard industry forms of contract unless the publishers of such forms of contract indicate that such a form of contract is not suited for the intended application:
- a) Engineering and Construction Works Contract –
 - i) General Conditions of Contract for Construction Works (GCC);
 - ii) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC / Turnkey Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
 - iii) JBCC Principal Building Agreement Edition 6.2 – May 2018; or
 - iv) NEC3 Engineering and Construction Short Contract or NEC3 Engineering and Construction Contract.
- 4.4.3.2 The standard industry forms of contract shall be used with minimal project specific variations and additions which do not change their intended usage.
- 4.4.3.3 Guarantees required in engineering and construction contracts shall not substantially differ from the samples provided by the drafters of the forms of contract listed in paragraph (4.4.3.1a) or the form as provided in the contract. Such guarantees shall in the case of a fixed guarantee not exceed 10% of the contract price or, in the case of a variable guarantee not exceed 12,5%, and shall be stated in the contract data.

4.4.3.3.1 Forms of Guarantees shall, where the parties otherwise agree, include one or more of the following:

- a) Guarantee issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No. 52 of 1998 or Short Term Insurance Act No. 53 of 1998) or a bank duly registered in terms of the Banks Act No. 94 of 1990; or
- b) A cash deposit paid in the name of employer; or
- c) A payment reduction against payment certificates; or
- d) Combination of (a) to (c) above.

4.4.3.4 The deduction of retention monies, as stated in the contract data, shall not exceed 10% of any amount due to a contractor. Where guarantees are provided in terms of 4.4.3.3, the total amount of retention monies held shall not exceed 5% of the contract price.

4.4.4 Submission Data

4.4.4.1 The submission Data shall reference the Standard Conditions for the Calling for Expressions of Interest contained in Annex D.

4.4.5 Subcontracting as a condition of tender

If feasible to subcontract for an engineering and construction works contract, an employer must apply subcontracting to advance designated groups in accordance with the provisions of sections 9 and 12 of the Preferential Regulations, 2017 (as amended).

4.4.6 Scope of Work

4.4.6.1 The scope of work shall, wherever possible be:

- a) Described in terms of performance rather than the design or descriptive characteristics, and
- b) Based on national or international standards, where such exist.

4.4.6.2 Requirements in the form of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling or conformity certification shall not create trade barriers. Reference to any particular trademark, name, patent, design, type, specific origin or producer shall not be made unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work. Such reference shall be accompanied by the words "or equivalent".

4.5 Applying the cidb register of contractors to public contracts

4.5.1 Subject to regulation 6 read with regulation 25 of the Construction Industry Development Regulations, 2014 (as amended), contractor grading designations shall, where appropriate, be described in all procurement documents by a three-digit alpha-numeric where the first character is a number representing the tender value designation and the next two characters are capital letters representing the designation for the class of engineering and construction works.

Annexure C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

- C1.1.1 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.
- C1.1.2 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 interest's 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 interest which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) 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. Communication 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.

C1.6 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 effect 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 tender 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 adjustment 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 requirement 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 of 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 (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 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 copy of the tender offer 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, policies, etc.

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

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 clarification

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 it to 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 BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets 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.

C3.8.2 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 amount 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 items 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 a bill of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

the tender offer.

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information
Equitable	Terms and conditions for performing the work to 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 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

C3.14.1 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
- d) 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 D

Standard Conditions of Tender

Standard Conditions for the calling for Expressions of Interest

D.1 General

D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions of calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the submission 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. Respondents shall declare any potential conflict of interest in their 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.

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

D.1.2 Supporting Documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

D.1.3.2 For the purposes of these conditions for calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interest which make

it difficult to fulfil his or her duties impartially;

- c) 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
- d) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- e) **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; and
- f) **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;

D.1.4 Communication and employer's agent

Each communication between the employer and a respondent 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 respondent. The name and contact details of the employer's agent are stated in the submission data.

D.2 Respondent's obligations

D.2.1 Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

D.2.2 Cost of submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

D.2.3 Check documents

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

D.2.4 Acknowledge addenda

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

D.2.5 Clarification meeting

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc) and raise questions. Details of the meeting(s) are stated in the submission data.

D.2.6 Seek clarification

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

D.2.7 Making a submission

D.2.7.1 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.

D.2.7.2 Seal the original copy and it shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

D.2.8 Information and data to be completed in all respects

Accept that submissions, 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.

D.2.9 Closing time

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

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

D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

D.3 Employer's undertakings

D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the Submission Data. If, as a result, a respondent applies for an extension to the closing time stated in the Submission Data, the Employer may grant such extension and, shall then notify it to all respondents.

D.3.3 Late submissions

Unless otherwise stated in the submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

D.3.5 non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

D.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

D.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for the calling for expressions of interest;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

D.3.8 non-responsive submissions

Reject all non-responsive submissions.

D.3.9 Evaluation of responsive submissions

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

D.3.10 Provide written reasons for actions taken

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

Annex D: Standard Conditions for the calling for Expression of Interest

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

D.1 General

D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all illegal obligation and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the submission 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. Respondents shall declare any potential conflict of interest in their 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 rise 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 results.

2)Conflicts 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 affect any decisions taken.

D1.1.3. The respondent shall make sure a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

D.1.2 Supporting Documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

D.1.3 Interpretation

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

D.1.3.2 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- g) **conflict of interest** means any situation in which
 - i. Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially
 - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - iii. Incompatibility or contradictory interest exist between an employee and the tenderer who employs that employee.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **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

D.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 read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

D.2 Respondents 's obligations

D.2.1 Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his principals, is not under any restriction to do business with employer.

D.2.2 Cost of Submission

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

D.2.3 Check documents

Check the tender documents on receipt including pages within them, and notify the employer of any discrepancy or omission.

D.2.4 Acknowledge addenda

Acknowledge receipt of addenda to the submission 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.

D.2.5 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.

D.2.6 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.

D.2.7 Making a submission

D.2.7.1. 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.

D.2.7.2 Seal the original document of the submission shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

D.2.8 Information and data to be completed in all aspects

Accept that submissions, 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.

D.2.9 Closing time

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

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

D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

D.3 Employer's undertakings

D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the Submission Data and notify all respondents who attended the clarification meetings, if any, of those responses.

D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the expression of interest until seven days before the tender closing time stated in the Submission Data. If, as a result a respondent applies for an extension to the closing time stated in the Submission Data, the Employer may grant such extension and, will then notify it to all respondents

D.3.3 Late Submissions

Unless otherwise stated in the submission date, return submission received after the closing time stated in the Submission Data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the tenderer concerned.

D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

D.3.5 non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

D.3.7 Test for responsiveness

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

- a) meets the requirements of these Conditions for the expression of interest,
- b) has all the substantive provisions properly and fully completed and signed and
- c) is responsive to the other requirements of the call for expressions of interest.

D.3.8 non-responsive submissions

Reject all non –responsive submissions

D.3.9 Evaluation of responsive submissions

D.3. 9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

D.3.10 Provide written reasons for actions taken

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

Record of Addenda to Tender Documents

The undersigned 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:

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING

This is to certify that (*tenderer*)
of (*address*)
..... was represented by the person(s)
named below at the compulsory briefing meeting held for all tenderers at (*location*).....

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: MBD1 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 8: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 9: MBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement

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

- h) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) 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;
 - i) 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;
 - j) 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;
 - k) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise Name			

..... on *(date)*..... starting at *(time)*

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person attending the meeting:

Name: .. Signature:

Capacity: Identity number:

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

Name: . Signature:

Capacity: Date and Time:

COMPULSORY ENTERPRISE QUESTIONNAIRE

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

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

I) CERTIFICATE FOR COMPANY

I,, Id number Chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms acting in the capacity of, was authorized to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE
..... ID No.....			
..... ID No.....			
..... ID No.....			
..... ID No.....			

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

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, hereby authorize Mr/Ms acting in the capacity of, to sign all documents

in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No and any contract resulting from it, on our behalf. We accept that, as parties to the Joint Venture, we are jointly and severally responsible to the client.

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

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment owned by me / us and immediately available for this contract.

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

Attach additional pages if more space is required

m) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

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

Attach additional pages if more space is required

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

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer) DATE:.....

TRADE REFERENCES

The following is a statement of traceable, current trade references (suppliers and/or plant hire):

[illegible]

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves (at least 3 (three) TRACEABLE references required):

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

SIGNATURE:

IDENTITY NUMBER:

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

DATE:.....

PROPOSED SUBCONTRACTORS (MANDATORY) (See clauses A2 to A4 in the Contract Data)

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

I/We confirm that all subcontractors who are contracted to construct a house or building are registered as home builders with the National Home Builders Registration Council.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY REGISTRATION No AND CIDB CLASSIFICATION	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is my / our duly signed, notarised Joint Venture Agreement. My / our failure to submit the agreement with my / our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

**CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATION DOCUMENTS**

Attached hereto is a certified copy of my / our company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

VALID VAT CERTIFICATE (where applicable)

Attached hereto is my / our certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered for VAT.

TAX CLEARANCE CERTIFICATE

South African Revenue services (SARS) has implemented a new tax compliance status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of electronic access PIN or through the use of tax clearance Certificate obtained from the new TCS system

Bidders are required to provide the following to the department in order to verify their tax compliance status:

Tax reference number.....

Tax clearance certificate & T CC number.....

And PIN.....

.....

SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....

DATE

.....
INCUMBENT IDENTITY NUMBER

COPY OF COIDA REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of registration certificate with the Compensation for Occupational Injuries and Diseases, eg letter of good standing. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with COIDA.

CIDB REGISTRATION

Attached hereto is my / our registration number with the Construction Industry Development Board. My / our failure to submit the registration number with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information on registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for you information.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
 - a) I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
 - b) I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
 - c) I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
 - d) I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:
.....
r) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
s) Name of client's contact person or agent:
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
t) Name of designer's contact person:
Telephone number
- u) Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1):
Telephone number:
- v) Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation
6(2).
.....
7. Exact physical address of the construction site or site office:
.....
w) Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor: ...
13. Name(s) of subcontractors already chosen:
.....

SIGNED BY:

CONTRACTOR:.....

DATE:.....

IDENTITY NUMBER:.....

CLIENT:.....

DATE:.....

CERTIFICATE OF AUTHORITY FOR SIGNATURE**3.1. SUPPLIERS / CONTRACTORS**

3.1.1. "Certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

3.2. JOINT VENTURE

3.2.1. The document of formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the board of directors passed at a meeting held on

Mr. /Ms..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no.....

and any contract which may arise there from on behalf of (block capitals).....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1:.....

2:.....

1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.
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 the bidder or his representative:

3.2. Identify Number:

3.3. Position occupied in the Company (director, trustee shareholder):

.....

3.4. Company Reference 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:

.....

❖ MSCM Regulations: "in the service of the state" means to be-

(a) A member of-

- (i) Any municipal council
- (ii) Any provincial legislature, or
- (iii) The national Assembly or the national council of provinces

(b) A member of the board of directors of any municipal entity;

(c) An official of any municipality or municipal entity;

(d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) A member of the accounting authority of any national or provincial public entity; or

(f) An employee of parliament or a provincial legislature

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

3.9. Have you been in the service of the state for the past twelve months?

YES/NO

If yes, furnish particulars:

.....

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and 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 the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and 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 the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13. Are any spouses, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of state?

YES/NO

13.13.1 If yes, furnish particulars.

.....

13.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES/NO

13.14.1 If yes, furnish particulars.

.....

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

Full Name	Position filled in the "State"	ID number	State number	employee

.....
 Signature

.....
 Bid Number

.....
 Date

.....
 Capacity

.....
 Name of the Company

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

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

1 Are you by law required to prepare annual financial statements for auditing?

YES/NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

YES/NO

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

2.2 If yes, provide particulars.

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

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

Signature Date

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To**

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 Nkomazi Local Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Nkomazi Local Municipality.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

- **80/20 preference points system is for tenders for income-generating contracts with Rand value equal to or below R50 million.**

- 3.1 The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{max} = Price of highest acceptable tender.

- 3.1.1 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- 3.1.2 The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- 3.1.3 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

3.2 90/10 preference point system is for tenders for income-generating contracts with Rand value above R50 million

- 3.2.1 The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{max} = Price of highest acceptable tender.

- 3.2.2 A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- 3.2.3 The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- 3.2.4 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 10 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	2,5	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,5	
more than 30% youth shareholding or owned enterprise	2,5	
More than 30% people living with disability shareholding or owned enterprise	2,5	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 10 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as *EMEs located within the Nkomazi Local Municipality area of jurisdiction	2,5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
5 points for Corporate Social Investment (CSI) or Social Labour Plan proposition;	5	➤ One pager of methodology/proposition from bidders on how they are planning to contribute to Nkomazi Local Municipality in terms of skills development, young women/mother upliftment, development of parks or open space, on the job training and development, collaboration with local community based organization ect.
2.5 points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	2,5	➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS	20	

TO BE CLAIMED		
---------------	--	--

- The evaluation criteria will be scored using the following values:

Quality criteria	Sub Criteria		Score (Cumulative)		Maximum points
Company Experience with Projects of similar nature which were completed within 5 years immediately preceding the application,	Maintenance of Municipal building infrastructure as per order or tender.	Experience (number of projects conducted) – Attach certified copy as proof. E.g appointment letters, Purchase orders and completion certificates etc			20
			1-4	10	
			4 - 6	15	
			+7	20	
		Value of Project (Attach certified copy as proof – appointment letters with project value and Purchase orders and completion certificate.	R 450 000 - R2 000 000	10	20
			R2 000 001 -R3 000 000	15	
			>R4 000 000 Points are accumulative to Max 30 points	20	
Tenderer's Key Staff and Experience.	Site Agent – National Diploma in Built Environment or Equivalent and 5 years of relevant experience. Site Forman – Trade Certificate/5 years' experience in Built Environment Artisan – Trade Certificate with 3 years relevant experience. (Proof of expertise, experience and capacity in portfolio evidence should include (CV and certified copies of proof of qualifications must be attached).	10 - Either 1 of key staff (Site agent, Foreman, Artisan) 15 - Combination of any 2 key staff (Site agent, Foreman, Artisan) 20 - All of the 3 key staff (Site agent, Foreman, Artisan)	Max 20 if company have all the key staff with stated work experience	20	
Availability of Plant and Equipment	30 Points – Points are allocated for the availability of key required plant and equipment for the project in consideration. 10 – Any one of the Basic equipment 20 - Any 2 of basic + one above basic equipment 30 – Combination of basic + one above basic equipment Basic 2 Ton truck/bakkie, 1 compactor, 1 concrete mixer		Max point is 30	30	

	Above Basic Front loader and TLB (Attach certified proof ownership / Signed and certified agreement letters of intent to hire)			
Financial Viability	Banking Rate	Above C	10	10
		Less than C (EG D)	5	
Maximum possible score for evaluation criteria				100

Bidder information	T 7
---------------------------	------------

1. Name of firm:
1. Postal address.....
3. Physical address:
4. Telephone:
5. Fax no.:
6. E-mail.:
7. Contact person:
8. Enterprise/ company Income Tax no.:
(Insert personal income tax number if a one-person business and personal income tax numbers of partners, if a partnership)
9. VAT registration no:
10. Tax clearance certificate attached (must be an original document & valid on the closing of the tender)
11. Bank account number and bank where account is held:
.....
12. Proof of payment of municipal services attached (or a letter from your local Municipality which exempt you/company from payment of services)
13. Corporate entity registration no.....
14. Type of enterprise.....
(e.g. partnership, company, cc, one person business etc.)
(Certified copy of enterprise certificate)
15. Country of registration or incorporation.....

16. Manner of participation:
(e.g. main contractor, supplier, professional service provider, joint venture, consortium etc.)

17. Business Sector.....

18. Total number of employees:

Full time.....

Part time:

Did your firm exist under a previous name?

☐ Yes ☐ No

If yes, what was its previous name?

Who were the owners/partners/directors?

20. List all the partners, proprietors and shareholders by name, identity number, citizenship and shareholding:

Name	ID number	Citizen-Ship	Date of Ownership	% Share-Holding/Ownership

Note: Where owners are themselves a corporate entity or partnership, please identify such.

21. List the major items of equipment, plant and vehicles owned by the firm or the owner, but utilised or to be utilise by the by the company (e.g Vehicles):

No.	Description	Number
1		
2		
3		
4		
5		
6		

22. Provide proof of organisational capability and practice profile to deliver the required supplies or services. (If insufficient space, the information may be provided as a separate annexure)

.....

.....

23. List the four largest contracts/assignments completed or in the process of being completed by your enterprise in years. (N.B.: Provide additional information on a separate paper if necessary)

Schedule of previous work carried out by Bidder

Scope of work/Nature of work carried out previously	Contracted by whom/Employer name, tel & fax	Contract fee amount/valued of work	Year Completion of

The undersigned is duly authorised to do so on behalf of the bidder and affirms that the information furnished is true and correct.

Signature

Duly authorised to sign on behalf of

COMMISSIONER OF OATH

DATE

**CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM.....

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE LEVEL STATUS OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011; - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAM

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<i>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</i> <u>(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).</u> <u>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</u>	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

NKOMAZI LOCAL MUNICIPALITY

PANEL OF CONTRACTORS FOR THE MAINTENANCE OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

C1.1 Form of Offer /NOT APPLICABLE

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 – 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual # 1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

Offer

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

NKO 80/2023- PANEL OF CONTRACTORS FOR THE MAINTENANCE OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

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:

NOT APPLICABLE Rand (in words);

R . . . NOT APPLICABLE (in figures) (or other suitable wording)

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 Identity number

.

Capacity

for the tenderer

(Name and
.....
address of
organization)
.....
.....
Name and
signature
of witness
.....

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed 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 parties¹.

Signature Date

.....

Name Identity number

Capacity

for the

Employer NKOMAZI LOCAL MUNICIPALITY; 9 Park Street
Malelane 1320

Name and
signature
of witness

Date

.

.....

¹ As an alternative the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-courier delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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

By the duly authorized 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.

NKOMAZI LOCAL MUNICIPALITY

NKO 80/2023 – PANEL OF CONTRACTORS FOR THE MAINTENANCE OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

C1.2 Contract Data for Contract number NKO 80/2023

The Conditions of Contract are the JBCC Principal Building Agreement Edition 5.0 – July 2007 inclusive of the JBCC Principal Building Agreement Contract Data Edition 5.0 – July 2007 prepared by the Joint Building Contracts Committee Inc.

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

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

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

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

Clause	Additions, deletions and alterations
---------------	---

- | | |
|-----|--|
| 1.1 | ADD the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:
CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution
FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
INTEREST means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
SECURITY means the form of security provided by the employer or contractor , as stated in the schedule , from which the contractor or employer may recover expense or loss. |
| 2.4 | Notices given in terms of this agreement shall be deemed to have been received when:
Delete sub-clause 2.4.2 |

- 5.4 Delete sub-clause 5.4
- 6.1 Alter to read as follows: the **employer** shall retain its authority and not give a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents. The **principal agent** shall **Not** have authority to bind the employer
- 10.1 Add the following as 10.1.6:

Damage to the works

- (a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 26.0 hereof.

- 10.11 Add the following as 10.11:

Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or STRUCTURES or any STRUCTURES to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.12 Add the following as 10.12:

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions which might result in catastrophic ground movement evident by sinkhole or dolomite formation the following will apply:

10.12.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary.

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, replace and/or repair the **works**, at the **contractor's** own costs.

10.12.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of construction.

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

10.12.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole.

11.0

Replace Clause 11.0 subclauses with "Security shall be applied as per treasury regulations"

12.2.22 Add 12.2.22 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of date of acceptance of the tender.

14.0 Alter clause 14.1 to read as following: "The principal agent shall assist the employer to "

14.1.3 No clause.

23.0 Clause 23.0 is amended by: -

i) The addition of the following clauses: -

Clause 23.9

"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."

ii) Clause 23.10 – Acceleration

Clause 23.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 23.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 23.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

25.10 Replace "fourteen (14) **calendar days**" with "thirty (30) **calendar days**

29.1 Add the following clauses 29.1.4 to 29.1.5 under 36.1 to read as follows:

29.1.4 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.

29.1.5 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.

The additions to the JBCC Principal Agreement are:

Clause	Additions
A1	A1 Labour intensive component of the works A1.0 Payment of labour-intensive component of the works. A1.1 Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the 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 relieve the Contractor in any way from his obligations either in contract or in delict. A1.2 Applicable labour laws A1.2.1 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, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. 1 Introduction 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP. 1.2 In this document – (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

	2 Terms of Work 2.1 Workers on a EPWP are employed on a temporary basis. 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP. 2.3 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966. 3 Normal Hours of Work 3.1 An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day. 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day. 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker. 4 Meal Breaks 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration. 4.2 An employer and worker may agree on longer meal breaks. 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break. 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break. 5 Special Conditions for Security Guards 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day. 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each. 6 Daily Rest Period
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	Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day. 7 Weekly Rest Period Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”). 8 Work on Sundays and Public Holidays 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work. 8.2 Work on Sundays is paid at the ordinary rate of pay. 8.3 A task-rated worker who works on a public holiday must be paid – (a) the worker’s daily task rate, if the worker works for less than four hours; (b) double the worker’s daily task rate, if the worker works for more than four hours. 8.4 A time-rated worker who works on a public holiday must be paid – (a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday 9 Sick Leave 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract. 9.3 A worker may accumulate a maximum of twelve days’ sick leave in a year. 9.4 Accumulated sick-leave may not be transferred from one contract to another contract. 9.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave. 9.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a
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	day's sick leave. 9.7 An employer must pay a worker sick pay on the worker's usual payday. 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is – (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity. 9.1 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act. 10 Maternity Leave 10.1 A worker may take up to four consecutive months' unpaid maternity leave. 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave. 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work. 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so. 10.5 A worker may begin maternity leave – (a) four weeks before the expected date of birth; or (b) on an earlier date – (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
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	10.7 A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended. 11 Family responsibility leave 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances - (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – (i) the employee's spouse or life partner; (ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. 12 Statement of Conditions 12.1 An employer must give a worker a statement containing the following details at the start of employment – (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP. 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement. 12.3 An employer must supply each worker with a copy of these conditions of employment. 13 Keeping records 13.1 Every employer must keep a written record of at least the following – (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP. 14 Payment 14.1 An employer must pay all wages at least monthly in cash or by cheque or
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	into a bank account. 14.2 A task-rated worker will only be paid for tasks that have been completed. 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. 14.4 A time-rated worker will be paid at the end of each month. 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker. 14.6 Payment in cash or by cheque must take place – (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker. 14.7 An employer must give a worker the following information in writing – (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it. 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment. 15 Deductions 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law. 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay. 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned. 15.4 An employer may not require or allow a worker to – (a) repay any payment except an overpayment previously made by the employer by mistake;
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	(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. 16 Health and Safety 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe. 16.2 A worker must – (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. 17 Compensation for Injuries and Diseases 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. 17.2 A worker must report any work-related injury or occupational disease to their employer or manager. 17.3 The employer must report the accident or disease to the Compensation Commissioner. 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home. 18 Termination 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure. 18.2 A worker will not receive severance pay on termination. 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement. 18.4 A worker who is absent for more than three consecutive days without informing
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	the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. 19 Certificate of Service (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	A2.0 Expanded Public Works Programme A2.1 The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP and as stipulated in this Contract.
A3	A3.0 Mandatory Training A3.1 The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.

Part 1: Contract Data Completed by the Employer

Clause	Item and data
1.2	The Employer is the NKOMAZI LOCAL MUNICIPALITY, NKOMAZI LOCAL MUNICIPALITY The address of the Employer is: Civic Center Nkomazi Local Municipality, 9 Park Street Malelane 1320 Contact name: Mr. R. Mabuza Address (postal): Private Bag X101, Malelane 1320
5.1	The Principal Agent is: Nkomazi Local Municipality or selected or nominated service provider by the Municipality Telephone: 013 7900145 Address (physical): Civic Center Nkomazi Local Municipality, 9 Park Street Malelane 1320 Address (postal): Private Bag X101, Malelane, 1320
5.2	Agent (1) is Agent's service: Telephone: Address (physical): Address (postal):
5.3	Agent (2) is Agent's service: Telephone Address (physical): Address (postal):
5.4	Agent (3) Agent's service: Telephone: Address (physical): Address (postal):

1.1 The Works comprise **of THE MAINTENANCE OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

1.1 The Site comprises (Refer to document C4 – Site Information)

1.1 The **Works** or installations to be undertaken by **direct contractors** comprises
22.2 NONE

41.0 The Employer is an organ of **State**

- 31.11.2
11.2
- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- 31.4.2
26.1.2
- Lateral support insurance is to be effected by the **contractor**
 - Payment will be made for materials and goods
 - Extended **defects** liability period will apply to the following elements:
NOT APPLICABLE

15.2.1 Possession of the **site** is to be given on a date within 24 hours after notification of the contractor to commence work, provided the **employer has been furnished** with **construction guarantees** in accordance with the provisions of 14.0.

15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) working days.

If the deadline for possession of site and / or commencement of the works is not complied with, the Employer will assign another contractor to the project without prior notification to the defaulting contractor.

For the **works** as a whole: **Contract Period – To be confirmed (depended of the works)**

The date for **practical completion** is to be agreed prior to possession of the site.

The **penalty** per **calendar day** is 0.05% of the contract value

or

The date for practical completion and the penalty per calendar day is as follows:

<u>Section</u>	<u>Date</u>	<u>Penalty Amount</u>
<u>Section 1</u>	<u>N/A</u>	
<u>Section 2</u>	<u>N/A</u>	
<u>Section 3</u>	<u>N/A</u>	

- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.
- 10.1; 10.2 Contract insurance is to be effected by the **contractor**.
and 12.1
- 10.1 Contract works insurance is to be effected by the **contractor** for a sum not less than the
10.2 **contract sum** plus 10% with a deductible in an amount that the **contractor** deems
12.1 appropriate.
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for
10.2 Special Risks issued by the South African Special Risk Insurance Association. NOT
12.1 APPLICABLE
- 11.1, 12.1 Public liability insurance to be effected by the **contractor** for an amount of **R10,000,000.00**
with a deductible in an amount as determined by the contractor's insurance company.
- 11.2, 12.1 Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE** with
a deductible in an amount that the **contractor** deems appropriate.
- 3.3, 15.1.3, A waiver of the **contractor's** lien or right of continuing possession is not required.
31.16.2
- 3.7 Three copies of the construction document are to be supplied to the **contractor** free of
charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value shall not be adjusted using the Contract Price Adjustment Provisions (CPAP).
- 14.5 The employer will not provide advanced payments against an advanced payment guarantee.

Part 2: Contract Data completed by the Contractor

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

NKOMAZI LOCAL MUNICIPALITY

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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 **NKOMAZI LOCAL MUNICIPALITY**

Contractor means

.....

Agent means

Works means **THE MAINTENANCE OF MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

Site means The area of Nkomazi Local Municipality

Agreement means **The JBCC Principal Building Agreement Edition 5.0 – July 2007**

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

Amount in figures R / NOT APPLICABLE

Amount in word/ NOT APPLICABLE(Rand) NOT APPLICABLE

Guaranteed Sum means the maximum aggregate amount of R /NOT APPLICABLE

Amount in word/NOT APPLICABLE (Rand) NOT APPLICABLE

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

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

2 The Guarantor hereby acknowledges that:

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

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

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

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

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

- 12** Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date
.....

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

Identity number Identity number
.....

Witness 1 Witness 2
.....

Guarantor's seal or stamp

NKOMAZI LOCAL MUNICIPALITY

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ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

. (name of company / organisation)

of

(address) and

.(name of company / organisation)

of

(address)

(the Parties) and

. (name)

of

(address)

(the Adjudicator).

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

. and known as.

.

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC PRINCIPAL BUILDING AGREEMENT EDITION 5.0 – JULY 2007 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 PRINCIPAL BUILDING AGREEMENT EDITION 5.0 – JULY 2007 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC PRINCIPAL BUILDING AGREEMENT EDITION 5.0 – JULY 2007 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: _____

Id: _____

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

Witness

Name: _____

Address: _____

Date: _____

SIGNED by:

Name: _____

Id: _____

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

Witness:

Name _____

Address: _____

Date: _____

SIGNED by:

Name: _____

Id: _____

the Adjudicator in the
presence of

Witness:

Name: _____

Address: _____

Date: _____

Contract Data part A

1	The Adjudicator shall be paid at the hourly rate of R/NOT APPLICABLE in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
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/NOT APPLICABLE 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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C2.1 Pricing Assumptions

(Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts).

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Principal Building Agreement Edition 5.0 – July 2007, prepared by the Joint Building Contracts Committee, Edition 5.0 – July 2007. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Edition 5.0 – July 2007 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 5.0 – July 2007. The additions, deletions and alterations to the various parts of the JBCC Edition 5.0 – July 2007 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work

described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of total payment and payment for additional work that may have to be carried out.

- 6 The drawings listed in the Scope of Works and used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted with the written approval of the Employer's representative.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed. Note that the quantities in the schedule of rates are nominal quantities. Actual quantities will be measured by the employer's quantity surveyor per specific building when it is identified for general maintenance work.
- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. However, this is to be avoided and all items in the bill of quantities / schedule of rates must be priced. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 13 The Bills of Quantities are not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities is at the Contractor's risk.
- 14 The 'Value Related' amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.

- 16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities / Schedule of Rates:
- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labour-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensive methods, will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The tenderer is to acquaint himself/herself as to the specific requirements of this tender as contained in additional clauses A1 to A2 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

TERM CONTRACT RATES FOR THE PANEL OF CONTRACTORS FOR THE GENERAL BUILDING
MAINTENANCE FOR A PERIOD OF THREE (03)
YEARS IN NKOMAZI LOCAL MUNICIPALITY.

NKOMAZI LOCAL MUNICIPALITY

**NKO 80/2023- PANEL OF CONTRACTORS FOR THE MAINTENANCE OF MUNICIPAL BUILDING
INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL MUNICIPALITY AS AND WHEN REQUIRED
BASIS FOR A PERIOD OF 36 MONTHS**

C2.2 Pricing Schedule / Activity Schedule / Bills of Quantities

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
MAINTENANCE OF
MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI

ItemNo	Quantity	Rate	Amount
<u>SECTION NO. 1</u>			
<u>BILL NO. 1</u>			
<u>PRELIMINARIES</u>			
<u>BUILDING AGREEMENT AND PRELIMINARIES</u>			
The JBCC Series 2000 Principal Building Agreement (July 2007 edition) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described The ASAQs Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities Contractors are referred to the abovementioned documents for the full intent and meaning of each clause thereof These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"			
<u>PREAMBLES FOR TRADES</u>			
The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained			
Carried to Collection			R
Section No. 1			
PRELIMINARIES			
Bill No. 1			
PRELIMINARIES			

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Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles			
<u>PRICING OF PRELIMINARIES</u> Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)			
<u>SECTION A - PRINCIPAL BUILDING AGREEMENT</u>			
1 PRELIMINARIES AT 13.0%	Item		
<u>Definitions</u>			
2 Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item		
<u>Objective and preparations</u>			
3 Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:.....	Item		
4 Clause 3.0 - Documents F:..... V:..... T:.....	Item		
Carried to Collection		R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES			

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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5	Clause 4.0 - Design responsibility F:..... V:..... T:.....	Item		
6	Clause 5.0 - Employer's agents F:..... V:..... T:.....	Item		
7	Clause 6.0 - Contractor's site representative F:..... V:..... T:.....	Item		
8	Clause 7.0 - Compliance with laws and regulations F:..... V:..... T:..... Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specifications	Item		
9	Clause 8.0 - Works risk F:..... V:..... T:.....	Item		
10	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item		
11	Clause 10.0 - General insurances F:..... V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES				

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12	Clause 11.0 - Special insurances F:..... V:..... T:.....	Item		
13	Clause 12.0 - Effecting insurances F:..... V:..... T:.....	Item		
14	Clause 13.0 - Assignment F:..... V:..... T:.....	Item		
15	Clause 14.0 - Security F:..... V:..... T:.....	Item		
	<u>Execution</u>			
16	Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....	Item		
17	Clause 16.0 - Site and access Clause 16.7 - <i>Known services</i> Clause 16.8 - <i>Protection of trees</i> (All trees must be protected and preserved) F:..... V:..... T:.....	Item		
18	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item		
	Carried to Collection			
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES		R	

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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19	Clause 18.0 - Setting out of the works The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. F: V: T:	Item			
20	Clause 19.0 - Temporary works and plant Subclause 19.1.1 - <i>Enclosure of the works</i> Subclause 19.1.2 - <i>Office accommodation</i> Clause 19.2 - <i>Notice boards</i> F: V: T:	Item			
21	Clause 20.0 - Nominated subcontractors F: V: T:	Item			
22	Clause 21.0 - Selected subcontractors F: V: T:	Item			
23	Clause 22.0 - Employer's direct contractors F: V: T:	Item			
24	Clause 23.0 - Contractor's domestic subcontractors F: V: T:	Item			
Carried to Collection					
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES				R	

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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	<u>Completion</u>				
25	Clause 24.0 - Practical completion The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained F:..... V:..... T:.....	Item			
26	Clause 25.0 - Works completion F:..... V:..... T:.....	Item			
27	Clause 26.0 - Final completion F:..... V:..... T:.....	Item			
28	Clause 27.0 - Latent defects liability period F:..... V:..... T:.....	Item			
29	Clause 28.0 - Sectional completion F:..... V:..... T:.....	Item			
30	Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to specification or drawing shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:..... V:..... T:.....	Item			
	Carried to Collection				
	Section No. 1			R	
	PRELIMINARIES				
	Bill No. 1				
	PRELIMINARIES				

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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31	Clause 30.0 - Penalty for late or non-completion F:..... V:..... T:..... <u>Payment</u>	Item			
32	Clause 31.0 - Interim payment The inclusion of materials and goods stored off site in the amount authorised for payment in terms of clause 31.4 shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the contractor, of an approved guarantee issued by a registered commercial bank. Clause 31.6.5 is therefore not applicable Materials and goods stored off site shall not be included in the amount authorised for payment F:..... V:..... T:.....	Item			
33	Clause 32.0 - Adjustment to the contract value All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final payment certificate, it shall be in writing F:..... V:..... T:.....	Item			
Carried to Collection					
Section No. 1 PRELIMINARIES				R	
Bill No. 1 PRELIMINARIES					

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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34	Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....	Item		
35	Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item		
36	Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item		
	<u>Termination</u>			
37	Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....	Item		
38	Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....	Item		
39	Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item		
40	Clause 39.0 - Termination - cessation of the worksF:..... V:..... T:.....	Item		
	<u>Dispute</u>			
41	Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item		
	Carried to Collection		R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES			

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	<u>Contract agreement</u>				
42	Clause 41.0 - Post tender provisions The required post tender information shall be inserted in the post tender provisions after consultation with the contractor	Item			
43	Clause 42.0 - Contractual agreement The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties	Item			
	Carried to Collection			R	
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES				

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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	<u>SECTION B - PRELIMINARIES</u>			
	<u>Definitions and interpretation</u>			
44	Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item		
	<u>Documents</u>			
45	Clause 2.1 - Checking of documentsF:..... V:..... T:.....	Item		
46	Clause 2.2 - Provisional bills of quantities These bills of quantities are in "trades" format i.e - foundations, concretework, masonry, waterproofing,roof coverings, carpentry and joinery, ceilings and partitions, ironmongery, metalworks, plastering, tiling, glazing, painting and are provisional scheduleof rates F:..... V:..... T:.....	Item		
47	Clause 2.3 - Availability of construction documentation F:..... V:..... T:.....	Item		
	<u>Previous work and adjoining properties</u>			
48	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item		
49	Clause 3.2 - Previous work - defectsF:..... V:..... T:.....	Item		
	Carried to Collection			
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES		R	

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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50	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:..... <u>Samples, shop drawings and manufacturer's instructions</u>	Item			
51	Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item			
52	Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item			
53	Clause 4.3 - Shop drawings F:..... V:..... T:.....	Item			
54	Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:..... <u>Deposits and fees</u>	Item			
55	Clause 5.1 - Deposits and fees F:..... V:..... T:..... <u>Temporary services</u>	Item			
56	Clause 6.1 - Water F:..... V:..... T:.....	Item			
57	Clause 6.2 - Electricity F:..... V:..... T:.....	Item			
Carried to Collection					R
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BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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58	Clause 6.3 - Telecommunication facilities F:..... V:..... T:.....	Item		
59	Clause 6.4 - Ablution facilities F:..... V:..... T:..... <u>Prime cost amounts</u>	Item		
60	Clause 7.1 - Responsibility for prime cost amounts F:..... V:..... T:..... <u>Special attendance on n/s subcontractors</u>	Item		
61	Clause 8.1 - Special attendance <i>General attendance is defined in the n/s subcontract agreement</i> F:..... V:..... T:..... <u>General</u>	Item		
62	Clause 9.1 - Protection of the works F:..... V:..... T:.....	Item		
63	Clause 9.2 - Protection/isolation of existing/sectionally occupied works F:..... V:..... T:.....	Item		
64	Clause 9.3 - Security of the works F:..... V:..... T:.....	Item		
Carried to Collection			R	
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES				

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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65	Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item			
66	Clause 9.5 - Disturbance F:..... V:..... T:.....	Item			
67	Clause 9.6 - Environmental disturbance Where the employer has prepared an environmental management plan, a copy of the plan will be attached as an annexure. The contractor shall then price opposite this item for compliance with all the requirements of such environmental management plan F:..... V:..... T:.....	Item			
68	Clause 9.7 - Works cleaning and clearing F:..... V:..... T:.....	Item			
69	Clause 9.8 - Vermin F:..... V:..... T:.....	Item			
70	Clause 9.9 - Overhand work F:..... V:..... T:.....	Item			
<u>Schedule of variables</u> Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract					
Carried to Collection					R
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES					

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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10.1 - Provisional bills of quantities [clause 2.2] The quantities are provisional Yes				
10.2 - Availability of construction documentation [clause 2.3] Construction documentation is complete No				
10.3 - Previous work - dimensional accuracy [clause 3.1]				
10.4 - Previous work - defects [clause 3.2]				
10.5 - Inspection of adjoining properties [clause 3.3]				
10.6 - Water [clause 7.2] Option A (by contractor) yes Option B (by employer - free of charge)no Option C (by employer - metered) no 10.7 - Electricity [clause 7.3] Option A (by contractor) yes Option B (by employer - free of charge) no Option C (by employer - metered) no 10.8 - Telecommunications [clause 7.4] Telephone yes Facsimile yes E-mail yes				
Carried to Collection				
Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES			R	

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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10.9 - Ablution facilities [clause 7.5] Option A (by contractor) yes Option B (by employer) no 10.10 - Protection of the works [clause 9.1] 10.11 - Protection/isolation of existing/sectionally occupied works [clause 9.2] Protection/isolationis require Yes 10.12 - Disturbance [clause 9.5] 10.13 - Environmental disturbance [clause 9.6]				
Carried to Collection Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES			R	

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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	<u>SECTION C - SPECIFIC PRELIMINARIES</u>			
71	Site instructions 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 F:..... V:..... T:.....	Item		
72	Warranties for material and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor F:.....V:.....T:.....	Item		
	Carried to Collection			
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES		R	

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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73	Co-operation of contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors F:..... V:..... T:.....				
	Propping of floors below	Item			
74	The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:..... T:.....				
	Testing of windows for watertightness	Item			
75	Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means F:..... V:..... T:.....				
	Carried to Collection	Item			
	Section No. 1 PRELIMINARIES Bill No. 1 PRELIMINARIES			R	

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
MAINTENANCE OF
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BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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Section No. 1			
PRELIMINARIES			
Bill No. 1			
PRELIMINARIES			
<u>COLLECTION</u>			
	PageNo		Amount
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Total Brought Forward from Page No.	119		
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Carried to Final Summary		R	
Section No. 1			
PRELIMINARIES			
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PRELIMINARIES			

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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ItemNo	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BILL NO. 1</u> <u>ALTERATIONS</u> <u>PREAMBLES</u> <u>SUPPLEMENTARY PREAMBLES</u> All Tenderers will be deemed to have visited the site prior to submitting their tender to determine the nature and extent of the alteration and demolition work and the value of the materials to be recovered. No claim for a variation in the credit allowance for recoverable materials in respect of demolition items will be considered. All sizes and dimensions stated herein are approximate and deemed only sufficient to identify the item of work concerned. In taking down and removing existing work the utmost care must be taken to avoid any structural or other damage to the remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc to ensure the stability of all structures during the alteration/demolition work. The Contractor will be held solely responsible for the safety and stability of the buildings for the whole period of the contract and must make good any damage at his own expense. Existing services must be maintained at all times to the existing buildings. If it is found necessary to disconnect any service then suitable temporary or alternate services must be provided to the existing buildings. Special care shall be exercised during the progress of the work to ensure that any electrical installation, water supply pipes, telephone and other services which may be encountered are not interfered with and notice must be given to the Principal agent if any disconnection or alterations become necessary.			
Carried to Collection			
Section No. 2 BUILDING WORKS Bill No. 1 ALTERATIONS			

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
MAINTENANCE OF
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The Contractor shall cover up and protect from injury all work not removed and shall make good at his own expense any damage that may occur.

Any water supply or other piping, etc that may be encountered and found necessary to disconnect or cut are to be effectually stopped off and any new connections that may be necessary shall be made with the proper fittings to the satisfaction of the Principal Agent. Where sanitary fittings, geysers, etc are to be removed the Contractor shall allow for removing all exposed waste or water supply pipes to the nearest suitable junction or connection and stopping off, as well as for making good plaster, screeds, etc.

Prices for the removal of concrete slabs, etc must include for removal of reinforcement, screeds, membrane waterproofing, conduits, etc.

Prices for the removal of concrete surface beds, etc must include for removal of reinforcement, screeds, conduits, damp proof membrane, etc. The Contractor is to note that removal of the existing floor finishes such as vinyl, carpets, ceramic tiles, etc has been measured separately.

Taking down existing walls is to include for skirtings, cornices, conduits, pipes, brick or concrete fins, lintels, etc built into the structure and for making good walls, floors, ceilings, etc as described. The Contractor is to note that items for the removal of joinery, etc such as shelves, pelmets, curtain rails, pinning boards, signage, etc has been measured separately.

Removal of doors, windows, fittings, etc is to include for their removal complete with frames, ironmongery, glass, quadrants, architraves, skirtings, burglar bars and all accessories to walls, reveals, around openings, for cutting out cills, etc, for hacking up flooring at openings and for making good.

Removal of sanitary fittings is to include for the removal and blocking off of service pipes, taps, traps, fixing brackets, cisterns, etc complete.

Carried to Collection

Section No. 2
BUILDING WORKS
Bill No. 1
ALTERATIONS

R

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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Building up of existing openings where given in number shall be deemed to include preparing existing surfaces all round, brickwork properly toothed and bonded to existing and shot pinned to concrete, wedging up and unless otherwise stated making good finishes on both sides to match existing.

Allow for watering the works sufficiently to prevent nuisance from dust.

OLD MATERIALS TO BE CARTED AWAY:

Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, rubble, debris etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.

OLD MATERIALS NOT TO BE RE-USED:

None of the old materials are to be used for new work except where specifically described as being set aside for re-use.

OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR:

Old materials from alterations, except where described to be re-used or handed over, become the property of the Contractor who must allow credit for same in the Final Summary.

HANDING OVER OF MATERIALS:

Where certain materials or articles from demolitions or articles are described as to be handed over by the Contractor to the Regional Representative or Representative/Agent, such materials or articles shall be properly stored by the Contractor, until handing over thereof. The Contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Department for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor.

DEMOLITIONS ETC

Carried to Collection

R

Section No. 2
BUILDING WORKS
Bill No. 1
ALTERATIONS

BID NO: NKO: 80/2023: PANEL OF CONTRACTORS FOR THE
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<u>Breaking up and removing</u>					
1	200mm Thick concrete surface beds, paving, etc	m2	1		
2	200mm Thick mesh reinforced concrete surface beds, paving, etc	m2	1		
3	Brick paving with mortar joints	m2	1		
4	Concrete kerbs	m	1		
5	Brick kerbs with mortar joints	m	1		
<u>Taking down and removing</u>					
6	Diamond mesh fence 2.5m high with steel posts and droppers	m	1		
7	Half brick boundary or yard wall 2.5m high	m	1		
<u>Demolishing and removing</u>					
8	Single storey building with pitched roof 10 x 10m on plan and 1.5m high at eaves comprising concrete surface bed, 220mm external walls, 220mm internal walls and steel roof covering on timber trusses	No	1		
<u>REMOVAL OF EXISTING WORK</u>					
<u>Breaking up and removing mass concrete</u>					
9	Steps	m3	1		
10	100mm Thick surface bed	m2	1		
<u>Breaking up and removing reinforced concrete including cutting off and removing reinforcement</u>					
11	Stairs and landings	m3	1		
12	Beams	m3	1		
13	Columns	m3	1		
14	200mm Thick slabs	m2	1		
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	<u>Breaking down and removing brickwork etc</u>				
15	Mass Brickwork	m3	1		
16	Half brick wall	m2	1		
17	One brick wall	m2	1		
	<u>Taking out and removing doors, windows, etc from brickwork to be demolished</u>				
18	Timber single door and frame not exceeding 2,5m2	No	1		
19	Timber single door and frame 813 x 2032mm high	No	1		
20	Timber double door and frame exceeding 2.5m2 and not exceeding 3.5m2	No	1		
21	Timber double door and frame 1626 x 2032mm high	No	1		
22	Timber single door and steel frame not exceeding 2,5m2	No	1		
	<u>Taking out and removing doors, windows, etc including thresholds, sills, etc (building up openings elsewhere)</u>				
23	Timber single door and frame not exceeding 2,5m2	No	1		
24	Timber single door and frame 813 x 2032mm high	No	1		
25	Timber double door and frame exceeding 2.5m2 and not exceeding 3.5m2	No	1		
26	Timber double door and frame 1626 x 2032mm high	No	1		
27	Timber single door and steel frame not exceeding 2,5m2	No	1		
	<u>Taking out doors, windows, etc including thresholds, sills, etc and handing to employer (building up openings elsewhere)</u>				
28	Timber single door and frame not exceeding 2,5m2	No	1		
29	Timber single door and frame 813 x 2032mm high	No	1		
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30	Timber double door and frame exceeding 2.5m2 and not exceeding 3.5m2	No	1		
31	Timber double door and frame 1626 x 2032mm high	No	1		
32	Timber single door and steel frame not exceeding 2,5m2	No	1		
<u>Taking out doors, windows, etc including thresholds, sills, etc and setting aside for re-use (refixing and building up openings elsewhere)</u>					
33	Timber single door and frame not exceeding 2,5m2	No	1		
34	Timber single door and frame 813 x 2032mm high	No	1		
35	Timber double door and frame exceeding 2.5m2 and not exceeding 3.5m2	No	1		
36	Timber double door and frame 1626 x 2032mm high	No	1		
37	Timber single door and steel frame not exceeding 2,5m2	No	1		
<u>Taking out and removing doors, windows, etc including thresholds, sills, etc and building up openings in brick walls including making good cement plaster on both sides (making good paintwork elsewhere)</u>					
38	Timber single door and frame not exceeding 2,5m2	No	1		
39	Timber single door and frame 813 x 2032mm high	No	1		
40	Timber double door and frame exceeding 2.5m2 and not exceeding 3.5m2	No	1		
41	Timber double door and frame 1626 x 2032mm high	No	1		
42	Timber single door and steel frame not exceeding 2,5m2	No	1		
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	<u>Taking out and removing doors, windows, etc including thresholds, sills, etc and building up openings in brick walls including making good face brickwork on one side and cement plaster on other side (making good paintwork elsewhere)</u>				
43	Timber single door and frame not exceeding 2,5m2	No	1		
44	Timber single door and frame 813 x 2032mm high	No	1		
45	Timber double door and frame exceeding 2.5m2 and not exceeding 3.5m2	No	1		
46	Timber double door and frame 1626 x 2032mm high	No	1		
47	Timber single door and steel frame not exceeding 2,5m2	No	1		
	<u>Refixing of existing doors, windows, etc (removal and setting aside elsewhere)</u>				
48	Setting up and building in timber door frame in brickwork, rehanging single door on new 100mm brass hinges and replacing lock with mortice lock (mortice lock elsewhere measured)	No	1		
49	Setting up steel window 1000 x 1000mm high in brickwork and replacing any broken glass panes with 3mm clear float glass	No	1		
	<u>Taking out/off and removing sundry metalwork</u>				
50	Steel pipe handrail from walls including making good plaster finish	m	1		
51	Steel balustrade 900mm high from concrete stairs including making good granolithic/tile finish	m	1		
52	Cut and remove rusted / damaged sections of balustrade not exceeding 3mm in thickness (between 0,1 to 0.5m in length) and replace with new, welded or bolted as the case may be prepare and paint to match existing	No	1		
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53	Cut and remove rusted / damaged sections of balustrade not exceeding 3mm in thickness (between 0,5 to 1,0m in length) and replace with new, welded or bolted as the case may be prepare and paint to match existing	No	1		
54	Cut and remove rusted / damaged sections of balustrade exceeding 3mm but not exceeding 6mm in thickness (between 0,1 to 0.5m in length) and replace with new, welded or bolted as the case may be prepare and paint to match existing	No	1		
<u>Taking out and removing sundry joinery work</u>					
55	Timber cornices from brickwork	m	1		
56	Timber skirtings from brickwork	m	1		
57	Timber sills from brickwork	m	1		
<u>Taking out and removing joinery fittings etc</u>					
58	Timber wall cupboard 1000 x 1000 x 1000mm high	No	1		
59	Timber floor cupboard 1000 x 1000 x 1000mm high	No	1		
60	Timber sink cupboard 1000 x 1000 x 1000mm high including disconnecting waste pipe (new trap and connecting to new waste pipe elsewhere)	No	1		
61	Timber counter 1000 x 1000 x 1000mm high	No	1		
<u>Taking up and removing vinyl floor coverings, carpeting, etc</u>					
62	Vinyl tile floor covering including preparing screed for new floor covering	m2	1		
<u>Taking out and removing ironmongery</u>					
<u>Carefully take out and remove from site the following including making good all works disturbed</u>					
63	Existing door hinges	No	1		
64	Existing single action floor spring hinges	No	1		
65	Existing double action floor spring hinges	No	1		
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66	Existing barrel bolt with keep fixed to metal/concrete	No	1		
67	Existing flush bolt with keep fixed to metal/concrete	No	1		
68	Existing WC indicator bolt with keep fixed to metal/concrete	No	1		
69	Existing panic bolt for single door with one keep let into concrete	No	1		
70	Existing panic bolt for double door with one keep let into concrete	No	1		
<u>Carefully take out and remove from site the following including making good all works disturbed</u>					
71	Existing ball catch	No	1		
72	Existing Single roller catch	No	1		
73	Existing Double roller catch	No	1		
74	Existing Fanlight catch	No	1		
75	Existing Fanlight stay	No	1		
76	Existing Fanlight friction sliding arm	No	1		
77	Existing Fanlight opener with cord and cleat	No	1		
78	Existing cabin hook and eye	No	1		
<u>Carefully take out and remove from site the following including making good all works disturbed</u>					
79	Existing Padlock	No	1		
80	Existing night latch	No	1		
81	Existing bathroom lockset	No	1		
82	Existing bathroom lockset with striking plate fixed to metal/timber	No	1		
83	Existing three lever deadlock	No	1		
84	Existing three lever rebated deadlock	No	1		
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85	Existing four lever deadlock	No	1		
86	Existing four lever rebated deadlock	No	1		
87	Existing two lever lockset	No	1		
88	Existing two lever lockset with striking plate fixed to metal/timber	No	1		
89	Existing two lever rebated lockset	No	1		
90	Existing three lever lockset	No	1		
91	Existing three lever lockset with striking plate fixed to metal/timber	No	1		
92	Existing three lever rebated lockset	No	1		
93	Existing four lever lockset	No	1		
94	Existing four lever lockset with striking plate fixed to metal/timber	No	1		
95	Existing four lever rebated lockset	No	1		
96	Existing three lever sliding door lock	No	1		
97	Existing four lever sliding door lock	No	1		
98	Existing single cylinder deadlock	No	1		
99	Existing single cylinder rebated deadlock	No	1		
100	Existing double cylinder deadlock	No	1		
101	Existing double cylinder rebated deadlock	No	1		
102	Existing single cylinder lockset	No	1		
103	Existing single cylinder lockset with striking plate fixed to metal/timber	No	1		
104	Existing single cylinder rebated lockset	No	1		
105	Existing double cylinder lockset	No	1		
106	Existing double cylinder lockset with striking plate fixed to metal/timber	No	1		
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107	Existing double cylinder rebated lockset	No	1		
108	Existing single cylinder sliding door lock	No	1		
109	Existing double cylinder sliding door lock	No	1		
	<u>Carefully take out and remove from site the following including making good all works disturbed</u>				
110	Existing flush handle	No	1		
111	Existing knob	No	1		
112	Existing pull handle	No	1		
113	Existing Set of two pull handles fixed back to back	No	1		
	<u>Carefully take out and remove from site the following including making good all works disturbed</u>				
114	Existing aluminium plates not exceeding 0,1m2	No	1		
115	Existing aluminium plates exceeding 0,1m2 but not exceeding 0,3m2	No	1		
116	Existing aluminium plates exceeding 0,3m2 but not exceeding 0,5m2	No	1		
	<u>Carefully take out and remove from site the following including making good all works disturbed</u>				
117	Existing door closer	No	1		
118	Existing door closer with bracket	No	1		
119	Existing concealed door closer	No	1		
120	Existing concealed door closer with bracket	No	1		
	<u>Carefully take out and remove from site the following including making good all works disturbed</u>				
121	Existing Brass or plastic letters/numerals	No	1		
122	Existing perspex plate with engraved and painted letters/numerals/symbols not exceeding 0,1m2	No	1		
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123	Existing aluminium plate with engraved or painted letters/numerals/symbols exceeding 0,1m2	No	1		
	<u>Carefully take out and remove from site the following including making good all works disturbed</u>				
124	Existing plugged pressed steel pelmet with single or double curtain tracks including gliders, hangers and brackets	m	1		
125	Existing plastic soffit fixing single or double curtain tracks including gliders, hangers and brackets	m	1		
126	Existing face fixing plastic single or double curtain tracks including gliders, hangers and brackets and make good all works disturbed	m	1		
127	Existing hospital cubicle curtain track including gliders, hangers, and brackets	m	1		
	<u>Carefully take out and remove from site the following including making good all works disturbed</u>				
128	Existing chromium plated curtain or hanging rail not exceeding 1,0m long	No	1		
129	Existing chromium plated curtain or hanging rail exceeding 1,0m but not exceeding 2,0m long	No	1		
130	Existing chromium plated towel rail not exceeding 1,0m long	No	1		
131	Existing toilet roll holder	No	1		
132	Existing Lockable toilet roll holder plugged	No	1		
133	Existing soap holder	No	1		
134	Existing back grab rail not exceeding 1,0m long	No	1		
135	Existing side grab rail not exceeding 1,0m girth	No	1		
136	Existing bathroom cabinet	No	1		
137	Existing soap dispenser	No	1		
138	Existing electric hand-drier	No	1		
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	<u>Carefully take out and remove from site the following including making good all works disturbed</u>				
139	Existing rubber door stop	No	1		
	<u>Taking out/off and removing sundry metalwork</u>				
140	Steel pipe handrail from walls including making good plaster finish	m	1		
141	Steel balustrade 900mm high from concrete stairs including making good granolithic finish to kerb	m	1		
142	Steel wire mesh burglar proofing with framing 1000x1000mm high bolted to brickwork and making good face brickwork	No	1		
	<u>Hacking up/off and removing granolithic, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screeds, plaster, etc</u>				
143	30mm Granolithic from floors	m2	1		
144	30mm Granolithic from treads and risers of stairs	m2	1		
145	Granolithic skirting 15mm high	m	1		
146	25mm Screed from floors	m2	1		
147	Internal plaster from walls and columns	m2	1		
148	Internal plaster from ceilings and beams	m2	1		
149	External plaster from walls, columns and beams	m2	1		
	<u>Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing concrete or brick surfaces for new screed, plaster or tile finishes</u>				
150	Tiles to floors	m2	1		
151	Tiles to walls	m2	1		
152	Tile skirting 20mm high	m	1		
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	<u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
153	Stainless steel wash hand basin	No	1		
154	Stainless steel sink and drainer	No	1		
155	Wash hand basin	No	1		
156	Wash hand basin on pedestal.	No	1		
157	Pedestal only	No	1		
158	WC pan only	No	1		
159	WC pan with cistern	No	1		
160	WC pan with flush valve	No	1		
161	Cistern and internal flushing mechanism	No	1		
162	Cistern only	No	1		
163	Cistern internal flushing mechanism only	No	1		
164	WC seat and cover	No	1		
165	WC pan connector	No	1		
166	Wall hung urinal with flush valve	No	1		
167	Wall hung urinal only	No	1		
168	Urinal flush valve	No	1		
	<u>Taking out and removing glass and mirrors</u>				
169	Carefully remove cracked or broken glazing in panes not exceeding 0,1m2 in existing metal windows and doors including scraping out putty on reveals and prepare windows and or doors to receive new glazing (New glazing elsewhere measured)	No	1		
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170	Carefully remove cracked or broken glazing in panes exceeding 0,1m2 and not exceeding 0,5m2 in existing metal windows and doors including scraping out putty on reveals and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
171	Carefully remove cracked or broken glazing in panes exceeding 0,5m2 and not exceeding 2m2 in existing metal windows and doors including scraping out putty on reveals and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
172	Carefully remove cracked or broken glazing in panes exceeding 2m2 and not exceeding 4m2 in existing metal windows and doors including scraping out putty on reveals and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
173	Carefully remove cracked or broken glazing in panes not exceeding 0,1m2 in existing metal windows and doors including removal of steel beads and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
174	Carefully remove cracked or broken glazing in panes exceeding 0,1m2 and not exceeding 0,5m2 in existing metal windows and doors including removal of steel beads and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
175	Carefully remove cracked or broken glazing in panes exceeding 0,5m2 and not exceeding 2m2 in existing metal windows and doors including removal of steel beads and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
176	Carefully remove cracked or broken glazing in panes exceeding 2m2 and not exceeding 4m2 in existing metal windows and doors including removal of steel beads and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
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177	Carefully remove cracked or broken glazing in panes not exceeding 0,1m2 in existing timber windows and doors including removal of timber beads and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
178	Carefully remove cracked or broken glazing in panes exceeding 0,1m2 and not exceeding 0,5m2 in existing timber windows and doors including removal of timber beads and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
179	Carefully remove cracked or broken glazing in panes exceeding 0,5m2 and not exceeding 2m2 in existing timber windows and doors including removal of timber beads and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
180	Carefully remove cracked or broken glazing in panes exceeding 2m2 and not exceeding 4m2 in existing timber windows and doors including removal of timber beads and prepare windows and doors to receive new glazing (New glazing elsewhere measured)	No	1		
181	Carefully remove cracked or broken mirrors not exceeding 0,5m2 including making good painted or tiled backing and prepare surface to receive new mirrors (New mirrors elsewhere measured)	No	1		
182	Carefully remove cracked or broken mirrors exceeding 0,5m2 and not exceeding 1,0m2 including making good painted or tiled backing and prepare surface to receive new mirrors (New mirrors elsewhere measured)	No	1		
183	Carefully remove cracked or broken mirrors exceeding 1m2 and not exceeding 2m2 including making good painted or tiled backing and prepare surface to receive new mirrors (New mirrors elsewhere measured)	No	1		
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184	Carefully remove cracked or broken mirrors exceeding 2m2 and not exceeding 4m2 including making good painted or tiled backing and prepare surface to receive new mirrors (New mirrors elsewhere measured)	No	1		
	<u>Taking down and removing roofs, e.t.c</u>				
185	Carefully remove and dispose by specialist existing Corrugated Asbestors Cement roof covering	m2	1		
186	Carefully take out and remove damaged existing corrugated / concrete tiles / IBR roofing sheet	m2	1		
187	Carefully take out and remove damaged existing timber roof trusses and make good brickwork to receive new roof trusses (New roof trusses elsewhere measured)	m2	1		
188	Carefully take out and remove existing corrugated roofing sheet and make good trusses to receive new roof covering	m2	1		
189	Carefully take out and remove existing concrete roof tiles and make good trusses to receive new roof covering	m2	1		
190	Carefully take out and remove existing IBR roofing sheet and make good trusses to receive new roof covering	m2	1		
191	Inspect Concrete tiled roof not exceeding 50m2 for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
192	Inspect Concrete tiled roof exceeding 50m2 but not exceeding 100m2 for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
193	Inspect Concrete tiled roof exceeding 100m2 for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
194	Remove broken or damaged concrete roof tiles and replace with matching profile, make water tight and paint to match existing colour	m2	1		
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195	Remove broken or damaged concrete ridge tiles and replace with matching profile, make water tight and paint to match existing colour	m	1		
196	Remove broken or damaged concrete verge tiles and replace with matching profile, make water tight and paint to match existing colour	m	1		
197	Remove broken or damaged concrete fascia tiles and replace with matching profile, make water tight and paint to match existing colour	m	1		
198	Inspect Corrugated roofing sheets not exceeding 50m2 for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
199	Inspect Corrugated roofing sheets exceeding 50m2but not exceeding 100m2 area for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
200	Inspect Corrugated roofing sheets exceeding 100m2 for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
201	Repair leaks and make water-tight Corrugated roofing sheets and paint to match existing colour	m2	1		
202	Cut out and remove broken or damaged corrugated roofing sheets and replace with matching profile, make water tight and paint to match existing colour	m2	1		
203	Inspect IBR roofing sheets not exceeding 50m2 for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
204	Inspect IBR roofing sheets exceeding 50m2 but not exceeding 100m2 for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
205	Inspect IBR roofing sheets exceeding 100m2 for cracks, leaks and damages and mark up for repairs (Repairs elsewhere measured)	m2	1		
206	Repair leaks and make water-tight IBR roofing sheets and paint to match existing colour	m2	1		
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207	Cut out and remove broken or damaged IBR roofing sheets and replace with matching profile, make water tight and paint to match existing colour.	m2	1		
208	Strip off existing roof covering, cut into and replace damaged sections of 38 x 38mm sawn timber branderings/purlins including firmly securing to existing truss with fastners/hurricane clips/bolts and replace roof covering	m	1		
209	Strip off existing roof covering, cut into and replace damaged sections of 38 x 52mm sawn timber purlins/trusses including firmly securing to existing truss with fastners/hurricane clips/bolts and replace roof covering	m	1		
210	Strip off existing roof covering, cut into and replace damaged sections of 38 x 114mm sawn timber trusses including firmly securing to existing truss with fastners/hurricane clips/bolts and replace roof covering	m	1		
211	Strip off existing roof covering, cut into and replace damaged sections of 38 x 152mm sawn timber branderings/purlins including firmly securing to existing truss with fastners/hurricane clips/bolts and replace roof covering	m	1		
212	Carefully cut and remove broken or damaged fibre fascia/bargeboards not exceeding 300mm wide and make good works disturbed (replacement elsewhere measured)	m	1		
213	Carefully cut and remove broken or damaged timber fascia/bargeboards not exceeding 300mm wide and make good all works disturbed (replacement elsewhere measured)	m	1		
214	Carefully cut and remove rusted steel head wall/parapet/undertile flashing/counterflashing not exceeding 450mm girth, and make good all works disturbed (replacement elsewhere measured)	m	1		
215	Carefully remove broken or damaged fibre fascia/bargeboards not exceeding 300mm wide, replace with new and paint to match existng	m	1		
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216	Carefully remove broken or damaged timber fascia/bargeboards not exceeding 300mm wide, replace with new and paint to match existng	m	1		
217	Carefully remove rusted steel head wall/parapet/undertile flashing/counterflashing not exceeding 450mm girth, replace with new and paint to match existng	m	1		
218	Carefully cut and remove broken or damaged metalroof valley/gutter not exceeding 600mm wide and replace with matching profile, make water tight and paint to match existing	m	1		
<u>Taking down and removing ceilings, e.t.c</u>					
219	Allow provision for scaffold for 1 day to cover 10 m2 to fix ceiling exceeding 3,5m but not exceeding 5m high.		Item		
220	Make good cracks not more than 5mm wide on plastered ceiling with poly-filler to flush and match existing	m	1		
221	Make good cracks more than 5mm wide on plastered ceiling by hacking out and removing plaster 150mm wide on both sides of cracks and make good with wired chicken mesh and cover with new plaster	m	1		
222	Carefully hack out and remove damp, loose and flaking plaster to ceilings, prepare surface and re- plaster in patches not exceeding 0,3m2 to flush and match existing	No	1		
223	Carefully hack out and remove damp, loose and flaking plaster to ceilings prepare surface and re-plaster in patches exceeding 0,3m2 but not exceeding 0,6m2 to flush and match existing	No	1		
224	Carefully hack out and remove damp, loose and flaking plaster to ceilings prepare surface and re-plaster in patches exceeding 0,6m2 but not exceeding 1,0m2 to flush and match existing	No	1		
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225	Carefully hack out and remove damp, loose and flaking plaster to ceilings exceeding 1,0m2 and prepare soffit of ceiling to receive new plaster (New plaster elsewhere measured)	m2	1		
226	Patch cracks in gypsum cement ceiling board not exceeding 5mm wide with gypsum plaster and mesh	m	1		
227	Patch holes in gypsum ceiling board not exceeding 50mm diameter with gypsum plaster and mesh	No	1		
228	Patch holes in gypsum ceiling board exceeding 50mm but not exceeding 100mm diameter with gypsum plaster and mesh	No	1		
229	Carefully remove damaged portions of existing gypsum ceiling boards including removal of damaged brundering and cornices and prepare existing to receive new (New boards elsewhere measured)	m2	1		
230	Patch cracks in gypsum cement ceiling board not exceeding 5mm wide with gypsum plaster and mesh	m	1		
231	Patch holes in gypsum ceiling board not exceeding 50mm diameter with gypsum plaster and mesh	No	1		
232	Patch holes in gypsum ceiling board exceeding 50mm but not exceeding 100mm diameter with gypsum plaster and mesh	No	1		
233	Carefully remove damaged sections of existing gypsum ceiling boards including removal of damaged brundering and prepare existing to receive new (New boards elsewhere measured)	m2	1		
234	Patch cracks in fibre cement ceiling boards not exceeding 5mm wide	m	1		
235	Patch holes in fibre cement ceiling boards not exceeding 50mm diameter	No	1		
236	Patch holes in fibre cement ceiling boards exceeding 50mm but not exceeding 100mm diameter	No	1		
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237	Carefully remove damaged portions of existing fibre cement ceiling boards including removal of damaged brandering and prepare existing to receive new (New boards elsewhere measured)	m2	1		
238	Carefully remove damaged sections of existing gypsum cornices in lengths not exceeding 3,0m and make good walls and ceilings to receive new (New cornice elsewhere measured)	m	1		
239	Carefully remove damaged sections of existing gypsum cornices in lengths exceeding 3,0m and make good walls and ceilings to receive new	m	1		
240	Mirror, size 600 x 600mm	No	1		
<u>SERVICING EXISTING ITEMS</u>					
<u>Service existing sanitary fittings, accessories, etc.</u>					
241	Carefully examine hydroboil, for any leaks, worn parts, etc repair and fully service same to ensure functionality, all to the satisfaction of the Principal Agent	No	1		
242	Carefully examine wash hand basins, taps, traps and piping for any leaks, worn parts, etc. repair and fully service same to ensure functionality, all to the satisfaction of the Principal Agent	No	1		
243	Carefully examine sinks, taps, traps and piping for any leaks, worn parts, etc. repair and fully service same to ensure functionality, all to the satisfaction of the Principal Agent	No	1		
244	Carefully examine bath tub, taps, traps and piping for any leaks, worn parts, etc. repair and fully service same to ensure functionality, all to the satisfaction of the Principal Agent	No	1		
245	Carefully examine laundry sinks, size 1300 x 500 x 900mm high, taps, traps and piping for any leaks, worn parts, etc. repair and fully service same to ensure functionality, all to the satisfaction of the Principal Agent	No	1		
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	<u>Servicing existing windows</u>				
246	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 300 x 300mm high	No	1		
247	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 300 x 400mm high	No	1		
248	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 500 x 500mm high	No	1		
249	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 500 x 600mm high	No	1		
250	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 600 x 800mm high	No	1		
251	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 600 x 1200mm high	No	1		
252	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 600 x 1500mm high	No	1		
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253	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 700 x 1400mm high	No	1		
254	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 800 x 600mm high	No	1		
255	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 800 x 2000mm high	No	1		
256	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 1000 x 600mm high	No	1		
257	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 1000 x 2000mm high	No	1		
258	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 1200 x 500mm high	No	1		
259	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 1450 x 700mm high	No	1		
260	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 1500 x 1000mm high	No	1		
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261	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 1500 x 2000mm high	No	1		
262	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 2000 x 300mm high	No	1		
263	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 2000 x 600mm high	No	1		
264	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 2000 x 1500mm high	No	1		
265	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 2000 x 2000mm high	No	1		
266	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 2500 x 1000mm high	No	1		
267	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 2500 x 1500mm high	No	1		
268	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 3000 x 1500mm high	No	1		
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269	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 3200 x 1500mm high	No	1		
270	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 3200 x 2000mm high	No	1		
271	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 3500 x 1500mm high	No	1		
272	Carefully examine hinges, handles and stays to steel windows, replace putty to glazing of steel windows and fully service same to facilitate smooth functionality, all to the satisfaction of the Principal Agent, overall size of window 3500 x 2000mm high	No	1		
<u>CUTTING THROUGH FLOORS AND CEILINGS</u>					
273	50 x 50mm chase formed for plumbing pipework	m	1		
274	110 x 110mm chase formed for plumbing pipework	m	1		
275	Cutting through 100mm thick concrete surface bed for 500mm wide concrete wall footing including making good concrete on both sides of new 220mm brick wall	m	1		
<u>BUILDING UP OPENINGS</u>					
<u>Brickwork in NFP bricks in class II mortar in building up openings</u>					
276	Half brick walls	m2	1		
277	One brick walls	m2	1		
<u>Sundries</u>					
278	Cutting toothings and bonding new brickwork to existing	m2	1		
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	<u>220mm face bricks pointed with flush horizontal and vertical joints</u>				
279	Extra over brickwork for face brickwork in patches	m2	1		
280	1000mm Wide brick-on-edge header course sill set sloping and slightly projecting	m	1		
281	Cutting toothings and bonding new face brickwork to existing	m	1		
	<u>PREPARATORY WORK TO EXISTING SURFACES</u>				
	<u>Scabble existing surface of plastered wall and prepare surface to receive new tiling (new tiling elsewhere measured)</u>				
282	On walls	m2	1		
	<u>Scabble existing surface of fair faced wall and prepare surface to receive new plaster (new plaster elsewhere measured)</u>				
283	On walls	m2	1		
	<u>SCREEDS</u>				
284	Make good cracks not more than 5mm wide with cement grout (1:3) on steel or wood floated screed, flush and match existing floor texture	m	1		
285	Make good cracks on steel or wood floated screed more than 5mm thick by hacking out 150mm wide and 25mm deep minimum on both sides of cracks, prepare the surface and lay new screed to flush and match existing	m	1		
286	Make good holes not exceeding 0,1m2 in existing steel or wood floated floor screed including removing damaged sections and patching with new screed to flush and match existing	No	1		
287	Make good holes exceeding 0,1m2 but not exceeding 0,3m2 in existing steel or wood floated floor screed including removing damaged sections and patching with new screed to flush and match existing	No	1		
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288	Make good holes exceeding 0,3m2 but not exceeding 0,5m2 in existing steel or wood floated floor screed including removing damaged sections and patching with new screed to flush and match existing	No	1		
289	Make good holes exceeding 0,5m2 but not exceeding 1,0m2 in existing steel or wood floated floor screed including removing damaged sections and patching with new screed to flush and match existing	No	1		
290	Hack off and remove damaged steel or wood floated floor screed exceeding 1,0m2 and prepare surface to receive new floor screed (New floor screed measured elsewhere)	m2	1		
<u>GRANOLITHIC</u>					
291	Make good cracks not more than 5mm wide with with cement grout on granolithic floor screed, flush and match existing floor texture	m	1		
292	Make good cracks on granolithic floor screed more than 5mm thick by hacking out 150mm wide and minimum 25mm deep on both sides of cracks, prepare the surface and lay new screed to flush and match existing	m	1		
293	Make good holes not exceeding 0,1m2 in existing granolithic floor screed including removing damaged sections and patching with new screed to flush and match existing	No	1		
294	Make good holes exceeding 0,1m2 but not exceeding 0,3m2 in existing granolithic floor screed including removing damaged sections and patching with new screed to flush and match existing	No	1		
295	Make good holes exceeding 0,3m2 but not exceeding 0,5m2 in existing granolithic floor screed including removing damaged sections and patching with new screed to flush and match existing	No	1		
296	Make good holes exceeding 0,5m2 but not exceeding 1,0m2 in existing granolithic floor screed including removing damaged sections and patching with new screed to flush and match existing	No	1		
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297	Hack off and remove damaged granolithic floor screed exceeding 1,0m2 and prepare surface to receive new floor screed (New granolithic screed measured elsewhere)	m2	1		
	<u>INTERNAL PLASTER</u>				
298	Fill cracks not more than 5mm wide with poly-filler and touch-up paint to match existing colour	m	1		
299	Make good holes, chips, dents and cracks not exceeding 0,1m2 in existing plaster including removing damaged sections and patching with new plaster to flush and match existing	No	1		
300	Make good cracks more than 5mm wide by hacking out and removing existing plaster 150mm wide on both sides of cracks, prepare surface and repair with chicken mesh covered with new plaster and paint to match existing paint	m	1		
301	Make good holes, chips, dents and cracks exceeding 0,1m2 but not exceeding 0,3m2 in existing plaster including removing damaged sections and patching with new plaster to flush and match existing	No	1		
302	Make good holes, chips, dents and cracks exceeding 0,3m2 but not exceeding 0,5m2 in existing plaster including removing damaged sections and patching with new plaster to flush and match existing	No	1		
303	Make good holes, chips, dents and cracks exceeding 0,5m2 but not exceeding 1,0m2 in existing plaster including removing damaged sections and patching with new plaster to flush and match existing	No	1		
304	Carefully hack out and remove damp, loose, flaking or cracked plaster to walls exceeding 1,0m2 and prepare surface of wall to receive new plaster (New plaster elsewhere measured)	m2	1		
	<u>EXTERNAL PLASTER</u>				
305	Fill cracks not more than 5mm wide with poly-filler and touch-up paint to match existing colour	m	1		
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306	Make good cracks more than 5mm wide by hacking out and removing existing plaster 150mm wide on both sides of cracks, prepare surface and repair with chicken mesh covered with new plaster and paint to match existing paint	m	1		
307	Make good holes, chips, dents and cracks not exceeding 0,1m2 in existing plaster including removing damaged sections and patching with new plaster to flush and match existing	No	1		
308	Make good holes, chips, dents and cracks exceeding 0,1m2 but not exceeding 0,3m2 in existing plaster including removing damaged sections and patching with new plaster to flush and match existing	No	1		
309	Make good holes, chips, dents and cracks exceeding 0,3m2 but not exceeding 0,5m2 in existing plaster including removing damaged sections and patching with new plaster to flush and match existing	No	1		
310	Make good holes, chips, dents and cracks exceeding 0,5m2 but not exceeding 1,0m2 in existing plaster including removing damaged sections and patching with new plaster to flush and match existing	No	1		
311	Carefully hack out and remove damp, loose, flaking or cracked plaster to walls exceeding 1,0m2 and prepare surface of wall to receive new plaster (New plaster elsewhere measured)	m2	1		
312	Cutting out joints of existing brickwork to receive plaster	m2	1		
313	Hacking face of existing concrete columns, beams, etc to receive plaster	m2	1		
314	Hacking face of existing face brickwork to receive plaster	m2	1		
315	Making good defects in existing screeded floors with "Pavelite"	m2	1		
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	<u>Damp proof treatment</u>				
316	Hack-off plaster, apply damp repellant and re-plaster and paint to match existing	m2	1		
	<u>Making good rainwater pipes.</u>				
317	Carefully cut out and remove damaged sections of existing galvanised 125 x 100mm gutter in lengths not exceeding 0,5m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
318	Carefully cut out and remove damaged sections of existing galvanised 125 x 100mm gutter in lengths exceeding 0,5m but not exceeding 1,0m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
319	Carefully cut and remove damaged sections of existing galvanised 125 x 100mm gutter in lengths exceeding 1m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	m	1		
320	Carefully cut out and remove damaged sections of existing galvanised 100 x 85mm gutter in lengths not exceeding 0,5m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
321	Carefully cut and remove damaged sections of existing galvanised 100 x 85mm gutter in lengths exceeding 0,5m but not exceeding 1,0m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
322	Carefully cut out and remove damaged sections of existing galvanised 100 x 85mm gutter in lengths exceeding 1m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	m	1		
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323	Carefully cut out and remove damaged sections of existing galvanised 100 x 75mm downpipes in lengths not exceeding 0,5m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
324	Carefully cut out and remove damaged sections of existing galvanised 100 x 75mm downpipes in lengths exceeding 0,5m but not exceeding 1m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
325	Carefully cut out and remove damaged sections of existing galvanised 100 x 75mm downpipes in lengths exceeding 1m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	m	1		
326	Carefully cut out and remove damaged sections of existing galvanised 100mm diameter downpipes in lengths not exceeding 0,5m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
327	Carefully cut out and remove damaged sections of existing galvanised 100mm diameter downpipes in lengths exceeding 0,5 but not exceeding 1m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
328	Carefully cut out and remove damaged sections of existing galvanised 100mm diameter downpipes in lengths exceeding 1m and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	m	1		
329	Carefully cut and remove damaged existing galvanised eaves offset and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
330	Carefully cut and remove damaged existing galvanised shoe and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
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331	Carefully cut and remove damaged galvanised bends / elbow and replace with new to match existing profile, make water-tight at joining, prepare and paint to match existing	No	1		
332	Carefully cut and remove damaged galvanised boxhead and replace with new to match existing profile, make good flashing and counter flashing and make water-tight at joining, prepare and paint to match existing	No	1		
<u>Repair leaking water supply pipes</u>					
<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths not exceeding 0.5m and replace with new including all necessary fittings.</u>					
333	15mm Copper pipes	No	1		
334	22mm Copper pipes	No	1		
335	28mm Copper pipes	No	1		
336	32mm Copper pipes	No	1		
337	50mm Copper pipes	No	1		
<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths exceeding 0.5m but not exceeding 1m and replace with new including all necessary fittings.</u>					
338	15mm Copper pipes	No	1		
339	22mm Copper pipes	No	1		
340	28mm Copper pipes	No	1		
341	32mm Copper pipes	No	1		
342	50mm Copper pipes	No	1		
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	<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths exceeding 1m and replace with new including all necessary fittings.</u>				
343	15mm Copper pipes	m	1		
344	22mm Copper pipes	m	1		
345	28mm Copper pipes	m	1		
346	32mm Copper pipes	m	1		
347	50mm Copper pipes	m	1		
	<u>Shut off water supply to affected pipes, cut out and remove damaged fittings to existing pipes and replace with new including making good all works disturbed.</u>				
348	15mm Copper fittings	No	1		
349	22mm Copper fittings	No	1		
350	28mm Copper fittings	No	1		
351	32mm Copper fittings	No	1		
352	50mm Copper fittings	No	1		
	<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths not exceeding 0.5m and replace with new including all necessary fittings.</u>				
353	15mm Galvanised pipes	No	1		
354	22mm Galvanised pipes	No	1		
355	28mm Galvanised pipes	No	1		
356	32mm Galvanised pipes	No	1		
357	50mm Galvanised pipes	No	1		
358	65mm Galvanised pipes	No	1		
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	<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths exceeding 0,5m but not exceeding 1m and replace with new including all necessary fittings.</u>				
359	15mm Galvanised pipes	No	1		
360	22mm Galvanised pipes	No	1		
361	28mm Galvanised pipes	No	1		
362	32mm Galvanised pipes	No	1		
363	50mm Galvanised pipes	No	1		
364	65mm Galvanised pipes	No	1		
	<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths exceeding 1m and replace with new including all necessary fittings.</u>				
365	15mm Galvanised pipes	m	1		
366	22mm Galvanised pipes	m	1		
367	28mm Galvanised pipes	m	1		
368	32mm Galvanised pipes	m	1		
369	50mm Galvanised pipes	m	1		
370	65mm Galvanised pipes	m	1		
	<u>Shut off water supply to affected pipes, cut out and remove damaged fittings to existing pipes and replace with new including making good all works disturbed.</u>				
371	15mm Galvanised fittings	No	1		
372	22mm Galvanised fittings	No	1		
373	28mm Galvanised fittings	No	1		
374	32mm Galvanised fittings	No	1		
375	50mm Galvanised fittings	No	1		
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376	65mm Galvanised fittings	No	1		
	<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths not exceeding 0,5m and replace with new including all necessary fittings.</u>				
377	15mm uPVC pipes	No	1		
378	22mm uPVC pipes	No	1		
379	28mm uPVC pipes	No	1		
380	32mm uPVC pipes	No	1		
381	50mm uPVC pipes	No	1		
382	65mm uPVC pipes	No	1		
	<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths exceeding 0,5m but not exceeding 1m and replace with new including all necessary fittings.</u>				
383	15mm uPVC pipes	No	1		
384	22mm uPVC pipes	No	1		
385	28mm uPVC pipes	No	1		
386	32mm uPVC pipes	No	1		
387	50mm uPVC pipes	No	1		
388	65mm uPVC pipes	No	1		
	<u>Shut off water supply to affected pipes, cut out and remove damaged sections of existing pipes in lengths exceeding 1m and replace with new including all necessary fittings.</u>				
389	15mm uPVC pipes	m	1		
390	22mm uPVC pipes	m	1		
391	28mm uPVC pipes	m	1		
392	32mm uPVC pipes	m	1		
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393	50mm uPVC pipes	m	1		
394	65mm uPVC pipes	m	1		
	<u>Shut off water supply to affected pipes, cut out and remove damaged fittings to existing pipes and replace with new including making good all works disturbed.</u>				
395	15mm uPVC fittings	No	1		
396	22mm uPVC fittings	No	1		
397	28mm uPVC fittings	No	1		
398	32mm uPVC fittings	No	1		
399	50mm uPVC fittings	No	1		
400	65mm uPVC fittings	No	1		
	<u>Cut out and remove damaged sections of existing pipes in lengths not exceeding 0,5m and replace with new including all necessary joining fittings.</u>				
401	50mm diameter uPVC pipes	No	1		
402	100mm diameter uPVC pipes	No	1		
	<u>Cut out and remove damaged sections of existing pipes in lengths exceeding 0,5m but not exceeding 1m and replace with new including all necessary joining fittings.</u>				
403	50mm diameter uPVC pipes	No	1		
404	100mm diameter uPVC pipes	No	1		
	<u>Cut out and remove damaged sections of existing pipes in lengths exceeding 1m and replace with new including all necessary joining fittings.</u>				
405	50mm diameter uPVC pipes	m	1		
406	100mm diameter uPVC pipes	m	1		
Carried to Collection				R	
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	<u>Cut out and remove damaged fittings on existing pipes and replace with new including making good all works disturbed.</u>				
407	50mm diameter uPVC fittings	No	1		
408	100mm diameter uPVC fittings	No	1		
	<u>Cut out and remove damaged sections of existing pipes in lengths not exceeding 0.5m and replace with new including all necessary joining fittings.</u>				
409	50mm diameter cast iron pipes	No	1		
410	100mm diameter cast iron pipes	No	1		
	<u>Cut out and remove damaged sections of existing pipes in lengths exceeding 0.5m but not exceeding 1m and replace with new including all necessary joining fittings.</u>				
411	50mm diameter cast iron pipes	No	1		
412	100mm diameter cast iron pipes	No	1		
	<u>Cut out and remove damaged sections of existing pipes in lengths exceeding 1m and replace with new including all necessary joining fittings.</u>				
413	50mm diameter cast iron pipes	m	1		
414	100mm diameter cast iron pipes	m	1		
	<u>Cut out and remove damaged fittings on existing pipes and replace with new including making good all works disturbed.</u>				
415	50mm diameter cast iron fittings	No	1		
416	100mm diameter cast iron fittings	No	1		
	<u>Locate and unblock blocked waste and sewer pipes and make good all works disturbed.</u>				
417	50mm diameter uPVC or cast iron pipes	m	1		
418	100mm diameter uPVC or cast iron pipes	m	1		
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	<u>Fix firmly into position loose/shaking sanitary fittings, etc</u>				
419	Stainless steel wash hand basin	No	1		
420	Stainless steel sink and drainer	No	1		
421	Wash hand basin	No	1		
422	Wash hand basin on pedestal	No	1		
423	Pedestal only	No	1		
424	WC pan only	No	1		
425	WC pan with cistern	No	1		
426	WC pan with flush valve	No	1		
427	Cistern and internal flushing mechanism	No	1		
428	Cistern only	No	1		
429	Cistern internal flushing mechanism only	No	1		
430	WC seat and cover	No	1		
431	WC pan connector	No	1		
432	Wall hung urinal with flush valve	No	1		
433	Wall hung urinal only	No	1		
434	Urinal flush valve	No	1		
	<u>TRAPS ETC</u>				
	<u>Carefully remove the following traps, make water tight and make good all works disturbed</u>				
	<u>"Marley" or Similar approved</u>				
435	32mm Reseal "P" or "S" trap	No	1		
436	40mm Bath trap complete with overflow outlet and pipe	No	1		
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437	40 x 300mm Sink combination for double bowl with deepseal "P" trap <u>"Vulcathene" or Similar approved</u>	No	1		
438	40mm Anti-vac bottle trap <u>"Approved" Chromium plated</u>	No	1		
439	40mm Chrome plated Bottle trap <u>"Cobra Watertech" or Similar approved</u>	No	1		
440	75mm Chrome Plated hinged urinal domical grating <u>TAPS. VALVES. ETC</u> <u>Shut off water supply and carefully remove the following existing taps, valves, e.t.c, not exceeding 50mm diameter</u> <u>Brass</u>	No	1		
441	Stopcock	No	1		
442	Fullway gate valve	No	1		
443	Bibcock with hose union	No	1		
444	Non-return valve <u>"Cobra Watertech" or Similar</u>	No	1		
445	Chrome Plated angle regulating valve	No	1		
446	Chrome Plated stopcock	No	1		
447	Chrome Plated "Star" underwall pattern stopcock	No	1		
448	Fullway gate valve	No	1		
449	Bibcock	No	1		
450	Bibcock with hose union	No	1		
451	Chrome Plated bibcock	No	1		
452	Chrome Plated pillarcock	No	1		
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453	Chrome Plated single taphole basin mixer	No	1		
454	Chrome Plated sink mixer	No	1		
455	Chrome Plated bath mixer	No	1		
456	Chrome Plated bath mixer with hand shower	No	1		
457	Chrome Plated shower mixer	No	1		
458	Chrome Plated bath spout	No	1		
459	Chrome Plated shower rose	No	1		
460	Chrome Plated overhead shower arm	No	1		
461	In-line strainer	No	1		
462	Chrome Plated fullway ballcock	No	1		
463	Fullway ballcock	No	1		
464	PB1.10RB vacuum breaker	No	1		
465	PA1.1RB "Kwikflo" 400 kPa pressure reducing valve	No	1		
466	"Flushmaster Junior" toilet flush valve	No	1		
467	"Flushmaster Junior" urinal flush valve	No	1		
468	"Flushmaster" toilet flush valve	No	1		
<u>Fix firmly into position existing loose/shaking taps, valves, etc not exceeding 50mm diameter</u>					
<u>Brass</u>					
469	Stopcock	No	1		
470	Fullway gate valve	No	1		
471	Bibcock with hose union	No	1		
472	Non-return valve	No	1		
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	<u>"Cobra Watertech" or Similar</u>				
473	Chrome Plated angle regulating valve	No	1		
474	Chrome Plated stopcock	No	1		
475	Chrome Plated "Star" underwall pattern stopcock	No	1		
476	Fullway gate valve	No	1		
477	Bibcock	No	1		
478	Bibcock with hose union	No	1		
479	Chrome Plated bibcock	No	1		
480	Chrome Plated pillarcock	No	1		
481	Chrome Plated single taphole basin mixer	No	1		
482	Chrome Plated sink mixer	No	1		
483	Chrome Plated bath mixer	No	1		
484	Chrome Plated bath mixer with hand shower	No	1		
485	Chrome Plated shower mixer	No	1		
486	Chrome Plated bath spout	No	1		
487	Chrome Plated shower rose	No	1		
488	Chrome Plated overhead shower arm	No	1		
489	In-line strainer	No	1		
490	Chrome Plated fullway ballcock	No	1		
491	Fullway ballcock	No	1		
492	PB1.10RB vacuum breaker	No	1		
493	PA1.1RB "Kwikflo" 400 kPa pressure reducing valve	No	1		
494	"Flushmaster Junior" toilet flush valve	No	1		
495	"Flushmaster Junior" urinal flush valve	No	1		
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496	"Flushmaster" toilet flush valve	No	1		
	<u>Fix firmly into position existing loose/shaking fire appliances</u>				
497	"Everyway" hose reel complete with 30m rubberhose, chromium plated stopcock, shut-off nozzle and wall bracket	No	1		
498	4.5kg Dry chemical fire extinguisher	No	1		
499	9kg Dry chemical fire extinguisher	No	1		
	<u>Carefully remove the following fire appliances</u>				
500	"Everyway" hose reel complete with 30m rubberhose, chromium plated stopcock, shut-off nozzle and wall bracket	No	1		
501	4.5kg Dry chemical fire extinguisher	No	1		
502	9kg Dry chemical fire extinguisher	No	1		
	<u>Service the following appliances and leave in perfect working order including making good all works disturbed</u>				
503	"Everyway" hose reel complete with 30m rubberhose, chromium plated stopcock, shut-off nozzle and wall bracket	No	1		
504	4.5kg Dry chemical fire extinguisher	No	1		
505	9kg Dry chemical fire extinguisher	No	1		
	<u>MAKING GOOD OF FINISHES ETC</u>				
	<u>TILING</u>				
506	Carefully hack out and remove damaged sections of existing ceramic wall tiles not exceeding 0,3m2 and replace with new (PC Sum R60.00 /m2) pointed neat to match existing	No	1		
507	Carefully hack out and remove damaged sections of existing ceramic wall tiles exceeding 0,3m2 but not exceeding 0,6m2 and replace with new (PC Sum R60.00 /m2) pointed neat to match existing	No	1		
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508	Carefully hack out and remove damaged sections of existing ceramic wall tiles exceeding 0,6m2 but not exceeding 1,0m2 and replace with new (PC Sum R60.00 /m2) pointed neat to match existing	No	1		
509	Carefully hack out and remove damaged sections of existing ceramic wall tiles exceeding 1,0m2 and prepare surface to receive new wall tiles (New wall tiles elsewhere measured)	m2	1		
510	Carefully hack out and remove damaged sections of existing ceramic floor tiles not exceeding 0,3m2 and replace with new (PC Sum R75.00 /m2) pointed neat to match existing	No	1		
511	Carefully hack out and remove damaged sections of existing ceramic floor tiles exceeding 0,3m2 but not exceeding 0,6m2 and replace with new (PC Sum R75,00 /m2) pointed neat to match existing	No	1		
512	Carefully hack out and remove damaged sections of existing ceramic floor tiles exceeding 0,6m2 but not exceeding 1,0m2 and replace with new (PC Sum R75,00/m2) pointed neat to match existing	No	1		
513	Carefully hack out and remove damaged sections of existing ceramic floor tiles exceeding 1,0m2 and prepare surface to receive new floor tiles (New floor tiles elsewhere measured)	m2	1		
514	Carefully hack out and remove damaged sections of existing terrazzo floor tiles not exceeding 0,3m2 and replace with new (PC Sum R150.00 /m2) pointed neat to match existing	No	1		
515	Carefully hack out and remove damaged sections of terrazzo floor tiles exceeding 0,3m2 but not exceeding 0,6m2 and replace with new (PC Sum R150.00 /m2) pointed neat to match existing	No	1		
516	Carefully hack out and remove damaged sections of existing terrazzo floor tiles exceeding 0,6m2 but not exceeding 1,0m2 and replace with new (PC Sum R150.00/m2) pointed neat to match existing	No	1		
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517	Carefully hack out and remove damaged sections of existing terrazzo floor tiles exceeding 1,0m2 and prepare surface to receive new floor tiles (New terrazzo floor tiles elsewhere measured)	m2	1		
	<u>FACE BRICKWORK IN REPAIRS</u>				
	<u>External facings in approved face bricks (FBS) with a PC Amount of R3 000.00 (Three thousand rand) per thousand bricks delivered to site (excluding VAT) pointed with square recessed horizontal and vertical joints.</u>				
518	Half brick wall in facings in patchwork including all bonding to existing facebrickwork (full value item)	m2	1		
	<u>Examination and repair of existing roof covering</u>				
519	Carefully examine/check existing sheet metal roof covering, replace/make good any defective sheets and check roof screws/bolts and replace where necessary (to ensure watertightness of roofs)	m2	1		
520	Carefully examine/check existing vertical sheet metal cladding, replace/make good any defective sheets and check roof screws/bolts and replace where necessary (to ensure watertightness of roofs)	m2	1		
521	Carefully examine/check/clean existing gutters, replace/make good any defective gutters and check roof joints and replace where necessary (to ensure watertightness of gutters)	m	1		
	<u>Cut off and remove damaged timbers at eaves</u>				
522	Cut off 38 x 114mm roof trusses in repairs	m	1		
523	Cut off 38 x 152mm roof trusses in repairs	m	1		
524	Cut off 50 x 76mm Purlins	m	1		
	Carried to Collection			R	
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	<u>Supply and installation of new sawn SAP Grade 6 timbers in repair works at eaves including all necessary propping, insertion of new timbers, all cutting, bolting, etc required in executing repair works</u>				
525	38 x 114mm Bolted roof truss members in length not exceeding 2400mm	m	1		
526	38 x 152mm Bolted roof truss members in lengths not exceeding 2400mm	m	1		
527	38 x 152mm Bolted roof truss members in lengths exceeding 2400mm and not exceeding 3900mm	m	1		
528	50 x 70mm Purlins	m	1		
	<u>Cut off and remove damaged timbers in roof space</u>				
529	Cut off 38 x 114mm roof trusses in repairs	m	1		
530	Cut off 38 x 152mm roof trusses in repairs	m	1		
531	Cut off 50 x 76mm Purlins	m	1		
	<u>Supply and installation of new sawn SAP Grade 6 timbers in repair works in roof space including all necessary propping, insertion of new roof timbers, all cutting, bolting, etc required in executing repair works</u>				
532	38 x 114mm Bolted roof truss members in length not exceeding 2400mm	m	1		
533	38 x 114mm Bolted roof truss members in length exceeding 2400mm and not exceeding 3900mm	m	1		
534	38 x 152mm Bolted roof truss members in lengths not exceeding 2400mm	m	1		
535	38 x 152mm Bolted roof truss members in lengths exceeding 2400mm and not exceeding 3900mm	m	1		
536	50 x 76mm Purlins m		1		
	<u>Walls</u>				
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	<u>Clean down by hand with an approved cleaning agent and wash down</u>				
537	Existing facebrick walls	m2	1		
	<u>Wash down with high pressure low volume water jet</u>				
538	On existing external facebrick walls	m2	1		
	<u>OPENINGS THROUGH EXISTING WALLS ETC</u>				
	<u>Altering openings</u>				
539	Altering opening in 220mm brick wall where 1000 x 1000mm high steel window removed to form opening for new double door and frame 1624 x 2032mm high overall by breaking out brickwork on both sides and bottom including necessary precastconcrete lintel and making good plaster on one side and into reveals and face brickwork on other side and into reveals with concrete with quarry tile finish to threshold (new door and frame and making good paintwork elsewhere)	No	1		
	<u>Breaking out for and forming plain openings through brick walls including necessary precast concrete lintels and making good plaster on both sides and into reveals with concrete thresholds withsteel trowelled finish (making good paintwork elsewhere)</u>				
540	Opening 1000 x 1000mm high through 220 brick wall	No	1		
541	Opening for door with timber frame 813 x 2032mm high overall through 220mm brick wall	No	1		
	<u>Breaking out for and forming openings through brick walls for new doors and frames including necessary precast concrete lintels and making goodplaster on both sides and into reveals with concretethresholds with steel trowelled finish (new doors and frames and making good paintwork elsewhere)</u>				
542	Opening 1000 x 1000mm high through 220 brick wall	No	1		
	Carried to Collection				
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543	Opening for door with timber frame 813 x 2032mm high overall through 220mm brick wall	No	1		
	<u>Breaking out for and forming openings through brick walls for new doors and frames including necessary precast concrete lintels and making good plaster on one side and into reveals and face brickwork on other side and into reveals with concrete thresholds with steel trowelled finish (new doors and frames and making good paintwork elsewhere)</u>				
544	Opening 1000 x 1000mm high through 220 brick wall	No	1		
545	Opening for door with timber frame 813 x 2032mm high overall through 220mm brick wall	No	1		
	<u>Breaking out for and forming openings through brick walls for new windows including necessary precast concrete lintels and making good plaster on both sides and into reveals (new windows and making good paintwork elsewhere)</u>				
546	Opening for window 1000 x 1000mm high through 220mm brick wall	No	1		
	<u>Breaking out for and forming openings through brick walls for new windows including necessary precast concrete lintels and making good plaster on one side and into reveals and face brickwork on other side and into reveals (new windows and making good paintwork elsewhere)</u>				
547	Opening for window 1000 x 1000mm high through 220mm brick wall	No	1		
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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 2</u>			
	<u>EARTHWORKS (PROVISIONAL)</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Nature of ground</u>			
	Use "assumed to be" if no trial holes, soils investigations, etc have been carried out - discuss with engineer. Use "Trial holes indicate that" where the ground has been investigated by means of trial holes			
	<u>Nature of ground</u>			
	A soils investigation has been carried out on site by the engineer and the report is annexed to these bills of quantities. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated these are separately measured			
	<u>Carting away of excavated material</u>			
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site			
	<u>SITE CLEARANCE ETC</u>			
	<u>Site clearance</u>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	1	
2	Stripping average 150mm thick layer of top soil and stockpiling on site	m2	1	
	<u>REMOVAL OF TREES ETC</u>			
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<u>Taking out and removing, grubbing up roots and filling in holes</u>					
3	Tree stump exceeding 200mm and not exceeding 500mm girth	No	1		
4	Tree stump exceeding 500mm and not exceeding 1000mm girth	No	1		
<u>Cutting down and removing, grubbing up roots and filling in holes</u>					
5	Hedge not exceeding 1000mm high	m	1		
6	Hedge exceeding 1000mm and not exceeding 2000mm high	m	1		
7	Tree exceeding 200mm and not exceeding 500mm girth	No	1		
8	Tree exceeding 500mm and not exceeding 1000mm girth	No	1		
<u>BULK EXCAVATION. FILLING. ETC</u>					
<u>User Note:</u>					
This section is given as an alternative option and in the event of it being exercised the excavation, filling, etc other than bulk is to be given under the later section					
<u>Open face excavation in earth over sloping site</u>					
9	Open face excavation	m3	1		
<u>Extra over bulk excavation in earth for excavation in</u>					
10	Soft rock	m3	1		
11	Hard rock	m3	1		
<u>Extra over all excavations for carting away</u>					
12	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1		
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13	Surplus material from excavations and/or stockpiles on site to a dumping site situated approximately 3km from the building site	m3	1		
	<u>Risk of collapse of excavations</u>				
14	Sides of bulk excavations not exceeding 1,5m deep	m2	1		
15	Sides of bulk excavations exceeding 1,5m deep	m2	1		
	<u>Keeping excavations free of water</u>				
16	Keeping excavations free of all water other than subterranean water		Item		
	<u>FILLING ETC</u>				
	<u>Earth filling obtained from the excavations (not compacted)</u>				
17	In prescribed stock piles on site	m3	1		
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density</u>				
18	Over site	m3	1		
	<u>Selected material supplied by the contractor and compacted to 95% Mod AASHTO maximum density</u>				
19	Over site	m3	1		
	<u>Compaction of surfaces</u>				
20	Compaction of ground surface under floors etc including scarifying for a depth of 150mm and compacting to 98% Mod AASHTO Density	m3	1		
	<u>Prescribed density tests on filling</u>				
21	"Modified AASHTO Density" test	No	1		
	<u>EXCAVATION. FILLING. ETC</u>				
	<u>EXCAVATION. FILLING. ETC OTHER THAN BULK</u>				
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	<u>Excavation in earth not exceeding 2m deep</u>				
22	Trenches	m3	1		
23	Holes	m3	1		
24	Trenches and holes for thickening under surface beds etc	m3	1		
	<u>Extra over bulk excavation in earth for excavation in</u>				
25	Soft rock	m3	1		
26	Hard rock	m3	1		
	<u>Extra over bulk excavation in earth for breaking up and removing</u>				
27	Brickwork	m3	1		
28	Unreinforced concrete	m3	1		
29	Reinforced concrete	m3	1		
	<u>Extra over trench and hole excavations in earth for excavation in</u>				
30	Soft rock	m3	1		
31	Hard rock	m3	1		
	<u>Extra over all excavations for carting away</u>				
32	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1		
	<u>Risk of collapse of excavations</u>				
33	Sides of trench and hole excavations not exceeding 1,5m deep	m2	1		
34	Sides of trench and hole excavations exceeding 1,5m deep	m2	1		
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	<u>Keeping excavations free of water</u>				
35	Keeping excavations free of all water other than subterranean water		Item		
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density</u>				
36	Under floors, steps, pavings, etc	m3	1		
37	Backfilling to trenches, holes, etc	m3	1		
	<u>Earth filling supplied by the contractor compacted to 95% Mod AASHTO density</u>				
38	Under floors, steps, pavings, etc	m3	1		
	<u>Coarse river sand filling supplied by the contractor</u>				
39	Under floors etc	m3	1		
	<u>Garden soil filling obtained from the excavations and/or prescribed stockpiles on site (not compacted)</u>				
40	Over site	m3	1		
	<u>SOIL POISONING</u>				
	<u>Soil insecticide</u>				
41	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	1		
42	To bottoms and sides of trenches	m2	1		
	<u>GRASSING</u>				
	<u>Grassing of roots in rows</u>				
43	"Kikuyu" grass over site	m2	1		
44	Grass on sports fields	m2	1		
	Carried to Collection			R	
	Section No. 2 BUILDING WORKS Bill No. 2 EARTHWORKS				

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	Fertilizing				
45	Fertilizing grassed areas with fertilizer after completion of planting	m2	1		
	Maintenance				
46	Maintenance of grassed areas for a period of 6months (total area approximately 100 m2) including regularly weeding and irrigating as necessary		Item		
Carried to Collection				R	
Section No. 2 BUILDING WORKS Bill No. 2 EARTHWORKS					

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ItemNo	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>BILL NO. 3</u> <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> NOTE : Tenderers are advised to study the Model Preambles for Trades before pricing this bill NOTE : Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No 110 for JBCC CPAP purposes <u>SUPPLEMENTARY PREAMBLES</u> <u>Cost of tests</u> The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Representative/Agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the Engineer. (Test cubes are measured separately) <u>Formwork</u> Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for re-conditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself. Carried to Collection Section No. 2 BUILDING WORKS Bill No. 3 CONCRETE, FORMWORK AND REINFORCEMENT			
		R	

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	Formwork to soffits of solid slabs, etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described				

	<u>UNREINFORCED CONCRETE</u>				
	<u>25MPa/19mm concrete</u>				
1	Ramps m3	1			
2	Steps, urinal steps, cupboard platforms, etc m3	1			
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
	<u>25MPa/19mm concrete</u>				
3	Surface blinding under footings and bases m3	1			
4	Strip footings m3	1			
5	Surface beds m3	1			
6	Surface beds on waterproofing m3	1			
7	Surface beds cast in panels m3	1			
8	Surface beds cast in panels on waterproofing m3	1			
9	Ramps m3	1			
	<u>REINFORCED CONCRETE</u>				
	<u>30MPa/19mm concrete</u>				
10	Strip footings m3	1			
11	Bases m3	1			
12	Foundation beams m3	1			
13	Surface beds on waterproofing m3	1			
14	Surface beds cast in panels m3	1			
	Carried to Collection			R	
	Section No. 2 BUILDING WORKS Bill No. 3 CONCRETE, FORMWORK AND REINFORCEMENT				

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15	Surface beds cast in panels on waterproofing	m3	1		
	<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
	<u>30MPa/19mm concrete</u>				
16	Slabs including beams and inverted beams	m3	1		
17	Isolated beams	m3	1		
18	Stairs including landings, beams and inverted beams	m3	1		
19	Columns in foundations (Provisional)	m3	1		
20	Columns	m3	1		
	<u>TEST BLOCKS</u>				
21	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	1		
	<u>CONCRETE SUNDRIES</u>				
	<u>Finishing top surfaces of concrete smooth with a wood float</u>				
22	Surface beds, slabs, etc	m2	1		
	<u>Finishing top surfaces of concrete smooth with a steel trowel</u>				
23	Surface beds, slabs, etc	m2	1		
	<u>Finishing top surfaces of concrete smooth with a power float</u>				
24	Surface beds, slabs, etc	m2	1		
	<u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u>				
	<u>Rough formwork to sides</u>				
25	Foundation beams (Provisional)	m2	1		
	Carried to Collection			R	
	Section No. 2				
	BUILDING WORKS				
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26	Rectangular stub columns in foundations (Provisional)	m2	1		
27	Rectangular columns in foundations (Provisional)	m2	1		
28	Rectangular columns	m2	1		
29	Beams	m2	1		
	<u>Smooth formwork to circular columns</u>				
30	500mm Diameter column 3000m high	No	1		
	<u>Rough formwork to soffits</u>				
31	Slabs propped up not exceeding 1.5m high	m2	1		
	<u>Rough formwork to sides and soffits</u>				
32	Beams propped up not exceeding 1.5m high	m2	1		
	<u>REINFORCEMENT REINFORCEMENT</u>				
	<u>(PROVISIONAL)</u>				
	<u>Mild steel reinforcement to structural concrete work</u>				
33	40mm Diameter bars	t	1.00		
34	32mm Diameter bars	t	1.00		
35	25mm Diameter bars	t	1.00		
36	20mm Diameter bars	t	1.00		
37	16mm Diameter bars	t	1.00		
38	12mm Diameter bars	t	1.00		
39	10mm Diameter bars	t	1.00		
40	8mm Diameter bars	t	1.00		
	Carried to Collection			R	
	Section No. 2				
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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u> <u>BILL NO. 4</u> <u>MASONRY</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>BRICKWORK</u> <u>Sizes in descriptions</u> Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick <u>Hollow walls etc</u> Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole. Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixéal" bitumen emulsion waterproofing coating. <u>Face bricks</u> Bricks shall be ordered timeously to obtain uniformity in size and colour <u>Pointing</u> Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc <u>BLOCKWORK</u>			
	Carried to Collection			R
	Section No. 2 BUILDING WORKS Bill No. 4 MASONRY			

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Concrete masonry units

Blocks are to be either solid or hollow modular dense concrete masonry units having a compressive strength of 7 MPa

Wall ties for blockwork

Wall ties shall be polypropylene "Permaties" complying with BS 76377. Ties for hollow walls shall be of sufficient length to allow not less than 75mm 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

Blockwork

Blockwork shall comply with SABS 0145 "Concrete Masonry Construction"

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

Standard complementary blocks

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

DECORATIVE BLOCKS

Blocks shall be of approved manufacture, sound, well burnt or cured and uniform and true in size, shape and colour

Carried to Collection

R

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<u>SAMPLES</u>				
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				
<u>FOUNDATIONS</u>				
<u>Brickwork of NFP bricks in class II mortar</u>				
1	Piers	m3	1	
2	Half brick walls	m2	1	
3	Half brick walls in beamfilling	m2	1	
4	One brick walls	m2	1	
<u>SUPERSTRUCTURE</u>				
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>				
5	Piers	m3	1	
6	Mass brick walls	m3	1	
7	Half brick walls	m2	1	
8	Half brick walls circular on plan	m2	1	
9	Half brick walls against existing surfaces	m2	1	
10	Half brick walls against waterproofing	m2	1	
11	Half brick walls against waterproofing circular on plan	m2	1	
12	Half brick walls in beamfilling	m2	1	
13	Half brick walls in beamfilling circular on plan	m2	1	
14	One brick walls	m2	1	
15	One brick walls circular on plan	m2	1	
Carried to Collection			R	
Section No. 2 BUILDING WORKS Bill No. 4 MASONRY				

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16	One brick walls against existing surfaces	m2	1		
17	One brick walls in beamfilling	m2	1		
18	One brick walls in beamfilling circular on plan	m2	1		
19	One and half brick walls	m2	1		
20	One and half brick walls circular on plan	m2	1		
21	One and half brick walls against existing surfaces	m2	1		
22	Brick-on-edge header course sill laid sloping and slightly projecting	m	1		
<u>BRICKWORK SUNDRIES</u>					
<u>Joint forming material in movement joints</u>					
23	10mm Bitumen impregnated soft board built in vertically between / through brick skins	m2	1		
<u>Brickwork reinforcement</u>					
24	75mm Wide reinforcement built in horizontally	m	1		
25	75mm Wide reinforcement built in horizontally circular on plan	m	1		
26	150mm Wide reinforcement built in horizontally	m	1		
27	150mm Wide reinforcement built in horizontally circular on plan	m	1		
28	230mm Wide reinforcement built in horizontally	m	1		
<u>Galvanised hoop iron cramps, ties, etc</u>					
29	30 x 1,6mm Wall tie 500mm long with one end shotpinned to concrete and other end built into brickwork	No	1		
<u>FACE BRICKWORK</u>					
				R	
Carried to Collection					
Section No. 2					
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Bill No. 4					
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	<u>Face bricks pointed with recessed horizontal and vertical joints to match existing (PC Sum R5 500.00/1000 delivered to site)</u>				
30	Extra over brickwork for face brickwork	m2	1		
31	Extra over brickwork for face brickwork circular on plan.	m2	1		
32	Extra over brick-on-edge header course sill laid sloping and slightly projecting	m	1		
33	Extra over brick-on-edge header course lintel	m	1		
34	Cutting toothings and bonding new face brickwork to existing	m2	1		
	<u>QUARRY TILES</u>				
	<u>15mm x 150mm wide quarry tiles on brickwork with continuous joints in both directions and pointed on all exposed surfaces</u>				
35	Carefully remove and set aside for re-use quarry tiles sill and prepare surface to receive new (New quarry tiles elsewhere measured)	m	1		
36	Carefully cut out and remove damaged quarry tiles sill and prepare surface to receive new (New quarry tiles elsewhere measured)	m	1		
37	150mm Wide sill tiles set flat and slightly projecting	m	1		
38	Fix only removed 150mm Wide sill tiles set flat and slightly projecting	m	1		
	<u>NUTEC-CEMENT/FIBRE-CEMENT WINDOW SILLS</u>				
	<u>Natural grey sills in single lengths bedded in class I mortar including metal fixing lugs etc</u>				
39	Carefully cut out and remove damaged sections of fibre cement sill and prepare surface to receive new (New fibre cement tiles elsewhere measured)	m	1		
40	15mm x 150mm Wide sills set flat and slightly projecting	m	1		
	Carried to Collection			R	
	Section No. 2 BUILDING WORKS Bill No. 4 MASONRY				

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 5 WATERPROOFING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Waterproofing</u>			
	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			
	<u>DAMP-PROOFING OF WALLS AND FLOORS</u>			
	<u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course</u>			
	110mm In walls	m		
1	230mm In walls	m	1	
2	<u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>		1	
	Under surface beds, ramps, pavings, steps e.t.c	m2		
3	<u>WATERPROOFING TO ROOFS. BASEMENTS. ETC</u>		1	
	<u>Two layers 4mm "Derbigum SP" fully bonded waterproofing including turn-ups and turn-downs at edges well jointed to existing.</u>			
	On flat floors	m2		
4	On walls	m2	1	
5	On bottoms and sides of floor ducts, channels, etc	m2	1	
6			1	
	Carried to Collection			
	Section No. 2			R
	BUILDING WORKS			
	Bill No. 5			
	WATERPROOFING			

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7	On bottoms and sides of box gutters	m2	1		
8	On bottoms and sides of planter boxes	m2	1		
9	Flashing strip not exceeding 300mm girth at turn-ups including sealing top edge into groove with mastic	m	1		
<u>PROTECTIVE STONE DRESSING</u>					
<u>25mm Crushed stone dressing evenly spread with larger stones around outlets</u>					
10	50mm Thick on waterproofing to flat roofs	m2	1		
<u>20mm River stone pebble dressing evenly spread with larger stones around outlets</u>					
11	50mm Thick on waterproofing to flat roofs	m2	1		
<u>PROTECTIVE ROOFING PAINT</u>					
<u>Two coats "Silvakote" bituminous aluminium paint</u>					
12	On waterproofing to roofs	m2	1		
13	On waterproofing to box gutters	m2	1		
<u>JOINT SEALANTS ETC</u>					
<u>Fosroc Thioflex 600 two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>					
14	10 x 10mm in vertical/horizontal expansion joints in concrete work/brickwork	m	1		
15	10 x 10mm in vertical/horizontal expansion joints in concrete work/brickwork including raking out existing expansion joint filler as necessary	m	1		
Carried to Collection				R	
Section No. 2 BUILDING WORKS Bill No. 5 WATERPROOFING					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 6</u>			
	<u>ROOF COVERINGS ETC</u>			
	<u>Sundries</u>			
	<u>Galvanised hoop iron cramps, ties, etc</u>			
1	30 x 1,6mm Metal perforated strip roof tie 1500mmlong with one end shot pinned to concrete work / brickwork and other end nailed around roof timber trusses	No	1	
2	1,6mm Truss hangers nailed to fasten timber trusses	No	1	
3	1,6mm Hurricane clips nailed to fasten timber trusses	No	1	
4	150 x 100 x 1,6mm Fasteners nailed to fasten roof timber trusses at joints	No	1	
5	10mm diameter bolt and nut	No	1	
	<u>TILES</u>			
	<u>330 x 420mm "Marley Monarch Designer Range - Verona" or similar to match existing concrete tiles laid on and including underlay of 150 micron "Yellow polyethene" plastic sheeting with 75mm lapped and sealed joints and nailed through underlay with non-corrosive tile nails and/or fixed with suitable non-corrosive clips as required nailed through underlay to 38 x 38mm sawn softwood battens at 300mm centres</u>			
6	Roof covering with pitch not exceeding 25 degrees	m2	1	
7	Ridge tiles to match roofing tiles bedded and pointed in 1:3 cement mortar tinted to match tile colour	m	1	
	Carried to Collection			R
	Section No. 2			
	BUILDING WORKS			
	Bill No. 6			
	ROOF COVERINGS			

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8	Hip tiles to match roofing tiles bedded and pointed in 1:3 cement mortar tinted to match tile colour	m	1		
9	Verge capping tiles to match roofing tiles fixed with non-corrosive fixing accessories	m	1		
<u>PROFILED METAL SHEETING AND ACCESSORIES</u>					
<u>0,6mm Corrugated Z275 spelter galvanised sheetsteel or similar to match existing profile fixed to timber/steel purlins or rails</u>					
10	Roof covering with pitch not exceeding 25 degrees	m2	1		
11	Side cladding	m2	1		
12	Ridge capping 450mm girth	m	1		
13	Hip capping 450mm girth	m	1		
14	Side wall flashing 450mm girth	m	1		
15	Head wall flashing 450mm girth	m	1		
16	Gable trim 250mm girth	m	1		
17	Apex flashing 450mm girth	m	1		
<u>0,6mm "zincalume" or similar to match existing Z275 spelter galvanised ribbed sheet steel in single lengths fixed to timber/steel purlins or rails.</u>					
18	Roof covering with pitch not exceeding 25 degrees	m2	1		
19	Side cladding	m2	1		
20	Ridge capping 450mm girth	m	1		
21	Hip capping 450mm girth	m	1		
22	Side wall flashing 450mm girth	m	1		
23	Head wall flashing 450mm girth	m	1		
24	Gable trim 250mm girth	m	1		
25	Apex flashing 450mm girth	m	1		
Carried to Collection				R	
Section No. 2 BUILDING WORKS Bill No. 6 ROOF COVERINGS					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u> <u>BILL NO. 7</u> <u>CARPENTRY AND JOINERY</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Particle board:</u> Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type <u>Joinery:</u> Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete <u>Decorative laminate finish:</u> Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish <u>EAVES . VERGES . ETC</u> <u>"Everite" pressed nutec-cement</u> 12 x 225mm Fascias and barge boards including galvanised steel H-profile jointing strips <u>SKIRTINGS</u>			
1		m	1	
	Carried to Collection Section No. 2 BUILDING WORKS Bill No. 7 CARPENTRY AND JOINERY			R

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	<u>General</u> The following cupboard fittings have been measured as complete units i.e. the components of the units have not been separately measured. The descriptions, therefore, of such units shall be deemed to include all components, assembling, housing, notching, glueing, blocking, planting on and screwing with countersunk screws, edge strips, decorative plastic finish, glass, ironmongery, metalwork, paint or varnish finishes, etc (refer Architect's drawings as attached to the back of these Bills of Quantities) <u>Fittings to Classroom Store</u>				
13	Shelving 350mm wide made up of 25mm thick hardwood top and 250 x 250mm high triangular mild steel brackets bolted to wall complete with paint and varnish <u>ROOFS ETC</u> <u>Plate nailed timber roof truss construction</u>	m	1		
14	Truss construction to double pitched roof with hipped or gable ends and 2100mm high extreme including wall plates, trusses, jack rafters, permanent bracing including 38 x 38mm purlins/battens at not exceeding 300mm centres for concrete roof tile covering	m2	1		
15	Truss construction to double pitched roof with hipped or gable ends and 2100mm high extreme including wall plates, trusses, jack rafters, permanent bracing including 38 x 52mm purlins/battens at not exceeding 900mm centres for corrugated roofing sheets	m2	1		
16	Truss construction to double pitched roof with hipped or gable ends and 2100mm high extreme including wall plates, trusses, jack rafters, permanent bracing including 38 x 52mm purlins/battens at not exceeding 1500mm centres for IBR roofing sheets	m2	1		
17	<u>Sawn softwood</u> 38 x 76mm Wall plates	m	1		
	<u>Carried to Collection</u> Section No. 2 BUILDING WORKS Bill No. 7 CARPENTRY AND JOINERY			R	

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18	38 x 114mm Wall plates Sawn softwood grade 4	m	1		
19	38 x 76mm Runners (Provisional)	m	1		
20	50 x 76mm Runners (Provisional)	m	1		
21	38 x 114mm Cross bracing (Provisional)	m	1		
22	50 x 152mm Geyser bearers on truss tie beams	m	1		
				R	
Carried to Collection					
Section No. 2 BUILDING WORKS Bill No. 7 CARPENTRY AND JOINERY					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 8</u>			
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions:</u>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete			
	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			
	<u>CEILINGS ETC</u>			
	<u>"Aerolite" insulation</u>			
1	75mm Insulation closely fitted and laid on top of brandering between roof timbers etc	m2	1	
	<u>NAILED UP CEILINGS</u>			
	<u>6,4mm "Rhino" gypsum plasterboard with H-type pressed steel jointing strips</u>			
2	Ceilings including 38 x 38mm sawn softwood brandering at 400mm centres	m2	1	
3	Sloping ceilings including 38 x 38mm sawn softwood brandering at 400mm centres	m2	1	
4	Extra over ceiling for 650 x 650mm trap door of 38x 50mm wrought softwood rebated framing with one 38 x 50mm sawn softwood cross brander covered with ceiling board and fitted flush in opening	No	1	
	Carried to Collection			R
	Section No. 2			
	BUILDING WORKS			
	Bill No. 8			
	CEILINGS, PARTITIONS AND ACCESS FLOORING			

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<u>"Rhino" gypsum plasterboard cornices</u>				
5	75mm Coved cornices	m	1	
Carried to Collection				R
Section No. 2 BUILDING WORKS Bill No. 8 CEILINGS, PARTITIONS AND ACCESS FLOORING				

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 10</u>			
	<u>IRONMONGERY</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Finishes to ironmongery</u>			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded			
	<u>IRONMONGERY</u>			
	<u>HINGES. BOLTS. ETC</u>			
	<u>New Ironmongery fittings, supply and install to be similar and or approved</u>			
1	Door hinges	No	1	
2	Single action floor spring hinges	No	1	
3	Double action floor spring hinges	No	1	
4	Barrel bolt with keep fixed to metal/concrete	No	1	
5	Flush bolt with keep fixed to metal/concrete	No	1	
6	WC indicator bolt with keep fixed to metal/concrete	No	1	
7	Panic bolt for single door with one keep let into concrete	No	1	
8	Panic bolt for double door with one keep let into concrete	No	1	
	<u>CATCHES. CABIN HOOKS. ETC</u>			
	Carried to Collection			R
	Section No. 2			
	BUILDING WORKS			
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<u>New Ironmongery fittings, supply and install to be similar and or approved</u>				
9	Ball catch	No	1	
10	Single roller catch	No	1	
11	Double roller catch	No	1	
12	Fanlight catch	No	1	
13	Fanlight stay	No	1	
14	Fanlight friction sliding arm	No	1	
15	Fanlight opener with cord and cleat	No	1	
16	Cabin hook and eye	No	1	
<u>LOCKS</u>				
<u>New Ironmongery fittings, supply and install to be similar and or approved</u>				
17	Padlock	No	1	
18	Night latch	No	1	
19	Bathroom lockset	No	1	
20	Bathroom lockset with striking plate fixed to metal/timber	No	1	
21	Three lever deadlock	No	1	
22	Three lever rebated deadlock	No	1	
23	Four lever deadlock	No	1	
24	Four lever rebated deadlock	No	1	
25	Two lever lockset	No	1	
26	Two lever lockset with striking plate fixed to metal/timber	No	1	
27	Two lever rebated lockset	No	1	
Carried to Collection				R
Section No. 2 BUILDING WORKS Bill No. 10 IRONMONGERY				

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28	Three lever lockset	No	1		
29	Three lever lockset with striking plate fixed to metal/timber	No	1		
30	Three lever rebated lockset	No	1		
31	Four lever lockset	No	1		
32	Four lever lockset with striking plate fixed to metal/timber	No	1		
33	Four lever rebated lockset	No	1		
34	Three lever sliding door lock	No	1		
35	Four lever sliding door lock	No	1		
36	Single cylinder deadlock	No	1		
37	Single cylinder rebated deadlock	No	1		
38	Double cylinder deadlock	No	1		
39	Double cylinder rebated deadlock	No	1		
40	Single cylinder lockset	No	1		
41	Single cylinder lockset with striking plate fixed to metal/timber	No	1		
42	Single cylinder rebated lockset	No	1		
43	Double cylinder lockset	No	1		
44	Double cylinder lockset with striking plate fixed to metal/timber	No	1		
45	Double cylinder rebated lockset	No	1		
46	Single cylinder sliding door lock	No	1		
47	Double cylinder sliding door lock	No	1		
<u>HANDLES</u>					
Carried to Collection				R	
Section No. 2 BUILDING WORKS Bill No. 10 IRONMONGERY					

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	<u>New Ironmongery fittings, supply and install to be similar and or approved</u>				
48	Door flush handle	No	1		
49	Door knob	No	1		
50	Door pull handle	No	1		
51	Set of two door pull handles fixed back to back	No	1		
	<u>PUSH PLATES AND KICKING PLATES</u>				
	<u>New Ironmongery fittings, supply and install to be similar and or approved</u>				
52	Aluminium plates not exceeding 0,1m2	No	1		
53	Aluminium plates exceeding 0,1m2 but not exceeding 0,3m2	No	1		
54	Aluminium plates exceeding 0,3m2 but not exceeding 0,5m2	No	1		
	<u>DOOR CLOSERS</u>				
	<u>New Ironmongery fittings, supply and install to be similar and or approved</u>				
55	Door closer	No	1		
56	Door closer with bracket	No	1		
57	Concealed door closer	No	1		
58	Concealed door closer with bracket	No	1		
	<u>LETTERS, NAMEPLATES, ETC</u>				
	<u>New Ironmongery fittings, supply and install to be similar and or approved</u>				
59	Brass or plastic letters/numerals	No	1		
60	Perspex plate with engraved or painted letters/numerals/symbols not exceeding 0,1m2	No	1		
	Carried to Collection			R	
	Section No. 2				
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61	Aluminium plate with engraved or painted letters/numerals/symbols not exceeding 0,1m2	No	1		
<u>PELMETS AND CURTAIN TRACKS</u>					
<u>New Ironmongery fittings, supply and install to be similar and or approved</u>					
62	Pressed steel pelmet with single or double curtain tracks including gliders, hangers and brackets	m	1		
63	Soffit fixing plastic single or double curtain tracks including gliders, hangers and brackets	m	1		
64	Face fixing plastic single or double curtain tracks including gliders, hangers and brackets and make good all works disturbed	m	1		
65	Hospital cubicle curtain track including gliders, hangers and brackets	m	1		
<u>BATHROOM FITTINGS</u>					
<u>New Ironmongery fittings, supply and install to be similar and or approved</u>					
66	Chromium plated curtain or hanging rail not exceeding 1,0m long	No	1		
67	Chromium plated curtain or hanging rail exceeding 1,0m but not exceeding 2,0m long	No	1		
68	Chromium plated towel rail not exceeding 1,0m long	No	1		
69	Toilet roll holder	No	1		
70	Lockable toilet roll holder	No	1		
71	Soap holder	No	1		
72	Back grab rail not exceeding 1,0m long	No	1		
73	Side grab rail not exceeding 1,0m girth	No	1		
74	Bathroom cabinet	No	1		
75	Soap dispenser	No	1		
Carried to Collection				R	
Section No. 2 BUILDING WORKS Bill No. 10 IRONMONGERY					

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76	Electric hand-drier SUNDRIES <u>New Ironmongery fittings, supply and install to be similar and or approved</u>	No	1		
77	Rubber door stop STEEL LOCKERS <u>"Greenfield Baseline Guardsman" Steel lockers with standard baked enamel finish</u>	No	1		
78	"GB002" locker 300 x 450 x 1800mm high WRITING BOARDS, PINNING BOARD, ETC <u>"Virtrex" virtreous enamelled writing boards, etc to SABS CSK-36-1980</u>	No	1		
79	Green writing board 4 800 x 1 140mm high consisting of two fixed panels each 2 400 x 1 140mm high complete with aluminium chalk rail, etc, plugged <u>"Parrot products"</u>	No	1		
80	"BD0476" 2 400 x 1 200mm Aluminium framed carpet bulletin board	No	1		
				R	
Carried to Collection					
Section No. 2 BUILDING WORKS Bill No. 10 IRONMONGERY					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u> <u>BILL NO. 11</u> <u>METALWORK</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Descriptions</u> Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as"holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described <u>WELDED SCREENS. GATES. ETC</u> <u>Steel gates and frames</u> Single gate and frame 965 x 2 067mm high overall,the outer frame of 45 x 45 x 3mm hollow section bolted to wall with and including eight 70mm M80 expansion bolts and the gate 813 x 2 032mm high of 40 x 60 x 2mm hollow section frame with two 40 x 6mm flat section horizontal rails filled in with 20mm diameter vertical rails at 110mm centres fitted with one and a half pairs of suitable pin hinges welded to hollow section steel frame, complete with and including 150mm barrelbolt and padlock <u>PRESSED STEEL DOOR FRAMES</u> <u>1,2mm Double rebated frames suitable for half brick walls</u>			
1		No 1		
2	Frame for door 813 x 2 032mm high	No 1		
	Carried to Collection Section No. 2 BUILDING WORKS Bill No. 11 METALWORK		R	

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<u>1,2mm Double rebated frames suitable for one brick walls</u>					
3	Frame for door 813 x 2 032mm high	No	1		
<u>STEEL WINDOWS, DOORS, ETC</u>					
<u>Standard residential windows with type "B2" burglar bars to opening sashes</u>					
4	Window type E7, 1 022 x 654mm high	No	1		
5	Window type E4, 1 511 x 654mm high	No	1		
<u>Standard industrial windows with type "B1" burglar bars to opening sashes</u>					
6	Window type SS53, 1 616 x 1 445mm high	No	1		
Carried to Collection				R	
Section No. 2					
BUILDING WORKS					
Bill No. 11					
METALWORK					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 12</u>			
	<u>PLASTERING</u>			
	<u>SCREEDS</u>			
	<u>Cement plaster screeds wood floated on concrete</u>			
1	50mm Thick Average on floors and landings	m2	1	
	<u>Cement plaster screeds steel trowelled on concrete</u>			
2	50mm Thick Average on floors and landings	m2	1	
	<u>GRANOLITHIC</u>			
	<u>Untinted granolithic on concrete</u>			
3	50mm Thick Average on floors and landings	m2	1	
	<u>Tinted granolithic on concrete</u>			
4	50mm Thick Average on floors and landings	m2	1	
	<u>INTERNAL PLASTER</u>			
	<u>Cement plaster on brickwork/concrete</u>			
5	One coat cement plaster on walls or concrete	m2	1	
	<u>Sundries</u>			
6	Apply one coat rhinolite plaster to smoothen rough surfaces of plaster and prepare surface to receive painting. (Painting elsewhere measured)	m2	1	
	<u>Cement plaster on brickwork / concrete</u>			
7	One coat cement plaster on walls or concrete	m2	1	
	Carried to Collection			R
	Section No. 2			
	BUILDING WORKS			
	Bill No. 12			
	PLASTERING			

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<u>Sundries</u>	8 Apply one coat poly-filler to smoothen rough surfaces of plaster and prepare surface to receive painting. (Painting elsewhere measured)	m2	1	R
Carried to Collection				
Section No. 2 BUILDING WORKS Bill No. 12 PLASTERING				

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 13</u>			
	<u>TILING</u>			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions</u>			
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding			
	<u>WALL TILING</u>			
	<u>Tiles supplied by Tile Africa or similar approved</u>			
	<u>Ceramic tile (PC Amount R150.00/m2)</u>			
1	On walls	m2	1	
2	On narrow widths	m2	1	
	<u>FLOOR TILING</u>			
	<u>Porcelain tile (PC Amount R150.00/m2)</u>			
3	On floors and landings	m2	1	
4	100mm High skirting	m	1	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2 BUILDING WORKS Bill No. 13 TILING			

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u> <u>BILL NO. 14</u> <u>PLUMBING AND DRAINAGE</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>"Polycop" polypropylene pipes:</u> Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions All pipe diameters are nominal external <u>"Polylink" polypropylene pipes:</u> Polypropylene pipes 63mm diameter and over shall be class 12 pipes jointed with cast iron "Supraclamp" running joints Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same			
	Carried to Collection			R
	Section No. 2 BUILDING WORKS Bill No. 14 PLUMBING			

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All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions

All pipe diameters are nominal external

Concrete pipes:

Pipes shall be jointed with ogee joints with rubber collars or socket and spigot joints with rubber rings

Vitrified clay pipes:

Pipes shall rest on solid ground and, where necessary, pockets of sufficient size shall be cut around joints to enable the jointing to be properly performed or, alternatively, pipes shall be bedded full length on and including unreinforced concrete laid in a semi-dry state immediately before pipes are laid

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

uPVC pipes and fittings:

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

uPVC pressure pipes and fittings:

Pipes for water supply shall be of the class stated

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings

Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints

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Copper pipes:

Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

Lead pipes and fittings

All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Wire gratings

Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings

Septic tanks

Descriptions of septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions

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Exposed concrete surfaces

Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Soft rock" and "hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

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

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding

Flush pans

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

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

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

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<u>Waste unions</u>					
Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings					
<u>Steel sectional water tanks</u>					
Tanks shall comply with SABS CKS 114					
<u>"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.</u>					
Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described					
Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, "Layflat" sheeting, securing of same, etc					
<u>RAINWATER DISPOSAL</u>					
<u>0,6mm Galvanised sheet iron with chromadek finish</u>					
1	100 x 125mm Galvanised gutter fixed to rafter feet	m	1		
2	Extra on 100 x 125mm square gutter for stop ends	No	1		
3	Extra on 100 x 125mm square gutter for outlet to 60mm diameter downpipe	No	1		
4	60mm diameter rainwater downpipe	m	1		
5	Extra on 60mm rainwater downpipe for shoe	No	1		
6	Extra over 60mm rainwater pipe for eaves offset	No	1		
<u>"Fullbore" cast iron outlets</u>					
7	76mm diameter 90 Degree side outlet	No	1		
<u>Sundries</u>					
8	50mm diameter x 300mm long galvanised mild steel spout	No	1		
Carried to Collection					
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<u>SANITARY FITTINGS (to be similar or approved) -</u>				
<u>New sanitary fittings, to be similar or approved, etc including connecting pipes to fittings and making good floor and wall finishes</u>				
9	Stainless steel wash hand basin	No	1	
10	Stainless steel sink and drainer	No	1	
11	Wash hand basin	No	1	
12	Wash hand basin on pedestal.	No	1	
13	Pedestal only	No	1	
14	WC pan only	No	1	
15	WC pan with cistern	No	1	
16	WC pan with flush valve	No	1	
17	Cistern and internal flushing mechanism	No	1	
18	Cistern only	No	1	
19	Cistern internal flushing mechanism only	No	1	
20	WC seat and cover	No	1	
21	WC pan connector	No	1	
22	Wall hung urinal with flush valve	No	1	
23	Wall hung urinal only	No	1	
24	Urinal flush valve	No	1	
<u>WASTE UNIONS ETC</u>				
25	32mm Bath overflow	No	1	
26	32mm Basin waste	No	1	
27	32mm waste	No	1	
28	38mm Bath or sink waste	No	1	
Carried to Collection				R
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	<u>TRAPS ETC</u>				
	<u>"Marley" or Similar approved</u>				
29	32mm Reseal "P" or "S" trap	No	1		
30	40mm Bath trap complete with overflow outlet and pipe	No	1		
31	40 x 300mm Sink combination for double bowl with deepseal "P" trap	No	1		
	<u>"Vulcathene" or Similar approved</u>				
32	40mm Anti-vac bottle trap	No	1		
	<u>"Approved" Chromium plated</u>				
33	40mm Chrome plated Bottle trap	No	1		
	<u>"Cobra Watertech" or Similar approved</u>				
34	75mm Chrome Plated hinged urinal domical grating	No	1		
	<u>Brass</u>				
35	Stopcock	No	1		
36	Fullway gate valve	No	1		
37	Bibcock with hose union	No	1		
38	Non-return valve	No	1		
	<u>"Cobra Watertech" or Similar approved</u>				
39	Chrome Plated angle regulating valve	No	1		
40	Chrome Plated stopcock	No	1		
41	Chrome Plated "Star" underwall pattern stopcock	No	1		
42	Fullway gate valve	No	1		
43	Bibcock	No	1		
44	Bibcock with hose union	No	1		
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45	Chrome Plated bibcock	No	1		
46	Chrome Plated pillarcock	No	1		
47	Chrome Plated single taphole basin mixer	No	1		
48	Chrome Plated sink mixer	No	1		
49	Chrome Plated bath mixer	No	1		
50	Chrome Plated bath mixer with hand shower	No	1		
51	Chrome Plated shower mixer	No	1		
52	Chrome Plated bath spout	No	1		
53	Chrome Plated shower rose	No	1		
54	Chrome Plated overhead shower arm	No	1		
55	In-line strainer	No	1		
56	Chrome Plated fullway ballcock	No	1		
57	Fullway ballcock	No	1		
58	PB1.10RB vacuum breaker	No	1		
59	PA1.1RB "Kwikflo" 400 kPa pressure reducing valve	No	1		
60	"Flushmaster Junior" toilet flush valve	No	1		
61	"Flushmaster Junior" urinal flush valve	No	1		
62	"Flushmaster" toilet flush valve	No	1		
<u>SANITARY PLUMBING</u>					
<u>uPVC Pipes</u>					
63	40mm Diameter pipes	m	1		
64	50mm Diameter pipes	m	1		
65	110mm Diameter pipes	m	1		
				R	
Carried to Collection					
Section No. 2					
BUILDING WORKS					
Bill No. 14					
PLUMBING					

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	<u>Extra over for uPVC for fittings</u>				
66	40mm Bend	No	1		
67	50mm Bend	No	1		
68	110mm Bend	No	1		
69	40mm Junction	No	1		
70	50mm Junction	No	1		
71	110mm Junction	No	1		
72	40mm Inspection junction	No	1		
73	50mm Inspection junction	No	1		
74	110mm Inspection junction	No	1		
75	50mm Reducing junction	No	1		
76	110mm Reducing junction	No	1		
77	110mm Pan connector	No	1		
78	110mm "GI Two way" vent valve	No	1		
79	50mm "GI Two way" vent valve	No	1		
	<u>HOT AND COLD WATER SERVICES</u>				
	<u>Class 1 copper (hard drawn) pipes</u>				
80	15mm Pipes to walls, etc	m	1		
81	22mm Pipes to walls, etc	m	1		
82	28mm Pipes to walls, etc	m	1		
83	35mm Pipes to walls, etc	m	1		
	<u>Extra over class 1 copper (hard drawn) pipes for capillary fittings</u>				
84	15mm Fittings	No	1		
85	22mm Fittings	No	1		
	Carried to Collection			R	
	Section No. 2				
	BUILDING WORKS				
	Bill No. 14				
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86	28mm Fittings	No	1		
87	35mm Reducer	No	1		
88	35mm Elbow	No	1		
89	35mm Tee	No	1		
	<u>Precast concrete</u>				
90	Precast concrete gulley, overall size 430 x 440mm, bedded and jointed in Class II mortar and pointed on all exposed faces.	No	1		
	<u>TESTING</u>				
91	Testing water pipe system	Item	Item		
92	sewer/waste pipe system				
	<u>FIRE APPLIANCES ETC</u>				
93	"Everyway" hose reel complete with 30m rubberhose, chromium plated stopcock, shut-off nozzle and wall bracket	No	1		
94	4.5kg Dry chemical fire extinguisher	No	1		
95	9kg Dry chemical fire extinguisher	No			
	Carried to Collection			R	
	Section No. 2				
	BUILDING WORKS				
	Bill No. 14				
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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 15</u>			
	<u>GLAZING</u>			
	<u>GLAZING TO METAL / WOOD WITH PUTTY OR BEADS</u>			
	<u>4mm Clear float glass</u>			
1	Panes not exceeding 0,1 m2	m2	1	
2	Panes exceeding 0,1m2 and not exceeding 0,5m2	m2	1	
3	Panes exceeding 0,5m2 and not exceeding 2m2	m2	1	
4	Panes exceeding 2m2 and not exceeding 4m2	m2	1	
	<u>4mm Patterned glass</u>			
5	Panes not exceeding 0,1 m2	m2	1	
6	Panes exceeding 0,1m2 and not exceeding 0,5m2	m2	1	
7	Panes exceeding 0,5m2 and not exceeding 2m2	m2	1	
8	Panes exceeding 2m2 and not exceeding 4m2	m2	1	
	<u>6mm Georgian wired rough cast glass</u>			
9	Panes not exceeding 0,1 m2	m2	1	
10	Panes exceeding 0,1m2 and not exceeding 0,5m2	m2	1	
11	Panes exceeding 0,5m2 and not exceeding 2m2	m2	1	
12	Panes exceeding 2m2 and not exceeding 4m2	m2	1	
	<u>6mm Clear toughened safety glass</u>			
13	Panes not exceeding 0,1 m2	m2	1	
14	Panes exceeding 0,1m2 and not exceeding 0,5m2	m2	1	
	Carried to Collection			R
	Section No. 2			
	BUILDING WORKS			
	Bill No. 15			
	GLAZING			

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15	Panes exceeding 0,5m2 and not exceeding 2m2	m2	1		
16	Panes exceeding 2m2 and not exceeding 4m2	m2	1		
<u>MIRRORS. ETC</u>					
<u>New Works</u>					
<u>6mm Silvered float glass copper backed mirrors with 10 mm bevelled and polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete</u>					
17	Mirror 450 x 450 mm high	No	1		
18	Mirror 450 x 600mm high	No	1		
19	Mirror 450 x 900mm high	No	1		
20	Mirror 450 x 1200mm high	No	1		
21	Mirror 600 x 600mm high	No	1		
22	Mirror 600 x 900mm high	No	1		
23	Mirror 600 x 1200mm high	No	1		
24	Mirror 600 x 1500mm high	No	1		
Carried to Collection				R	
Section No. 2 BUILDING WORKS Bill No. 15 GLAZING					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 16</u>			
	<u>PAINTWORK</u>			
	<u>PREPARATORY WORK TO EXISTING WORK</u>			
	<u>Previously painted plastered surfaces</u>			
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth			
	<u>Previously painted metal surfaces</u>			
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal			
	<u>Previously painted wood surfaces</u>			
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth			
	<u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u>			
	Note: All paintwork to be "Dulux" or similar approved product			
	<u>On Floated Plaster</u>			
	<u>Apply two coats of Acrylic PVA emulsion paint on work previously painted</u>			
1	On internal walls	m2	1	
2	On external walls	m2	1	
3	On ceilings and beams	m2	1	
	Carried to Collection			R
	Section No. 2			
	BUILDING WORKS			
	Bill No. 16			
	PAINTING			

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4	On ceilings and cornices	m2	1		
5	On fascias and barge boards not exceeding 300 mm girth	m	1		
	<u>On Smooth Concrete</u>				
	<u>Apply two coats of Acrylic PVA emulsion paint on work previously painted</u>				
6	On internal walls	m2	1		
7	On external walls	m2	1		
8	On ceilings and beams	m2	1		
9	On ceilings and cornices	m2	1		
	<u>On Fair Faced Brickwork</u>				
	<u>Apply two coats of Acrylic PVA emulsion paint on work previously painted</u>				
10	On internal walls	m2	1		
11	On external walls	m2	1		
	<u>Prepare and apply two coats brick dressing on</u>				
12	Existing surfaces of face brickwork	m2	1		
	<u>On Plaster Board</u>				
	<u>Apply two coats of Acrylic PVA emulsion paint on work previously painted</u>				
13	On ceilings and cornices	m2	1		
14	On fascias and barge boards not exceeding 300 mm girth	m	1		
	<u>On Fibre-Cement</u>				
	<u>Apply two coats of Acrylic PVA emulsion paint on work previously painted</u>				
15	On ceilings and cornices	m2	1		
	Carried to Collection				
	Section No. 2				
	BUILDING WORKS				
	Bill No. 16				
	PAINTING				

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16	On fascias and barge boards not exceeding 300 mm girth	m	1		
	<u>On Metal</u>				
	<u>Prepare and apply one undercoat and two finishing coats of gloss paint on metalworks</u>				
17	On doors	m2	1		
18	On door frames	m2	1		
19	On windows (both sides measured flat)	m2	1		
20	On windows with burglar bars (both sides measured flat)	m2	1		
	<u>On Wood</u>				
	<u>Prepare and apply one coat wood primer, one undercoat and one finishing coat alkyd enamel paint in colours which have a value of 7 or less on the Munsell system in accordance with SABS 1091</u>				
21	On boarded panelling	m2	1		
22	On boarded ceilings	m2	1		
23	On doors	m2	1		
24	On windows, sash doors and fanlights	m2	1		
25	On door frames etc	m2	1		
26	On roof timbers at eaves and verges	m2	1		
27	On skirtings, rails, etc not exceeding 300 mm girth	m	1		
	<u>PAINTWORK ETC TO NEW WORK</u>				
	Note: All paintwork to be "Dulux" or similar approved product				
	<u>On Floated Plaster</u>				
	Carried to Collection			R	
	Section No. 2 BUILDING WORKS Bill No. 16 PAINTING				

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	<u>Prepare and apply one undercoat and two finishing coats of Acrylic PVA emulsion paint to match existing</u>				
28	On internal walls	m2	1		
29	On external walls	m2	1		
30	On ceilings and beams	m2	1		
31	On ceilings and cornices	m2	1		
32	On fascias and barge boards not exceeding 300 mm girth	m	1		
	<u>On Smooth Concrete</u>				
	<u>Prepare and apply one undercoat and two finishing coats of Acrylic PVA emulsion paint to match existing</u>				
33	On internal walls	m2	1		
34	On external walls	m2	1		
35	On ceilings and beams	m2	1		
36	On ceilings and cornices	m2	1		
	<u>On Fair Faced Brickwork</u>				
	<u>Prepare and apply one undercoat and two finishing coats of Acrylic PVA emulsion paint to match existing</u>				
37	On internal walls	m2	1		
38	On external walls	m2	1		
	<u>Prepare and apply "Drikote Sealer" or similar approved clear sealing compound in accordance with manufacturer's instructions on:</u>				
39	Surfaces of face brickwork to match existing	m2	1		
	<u>On Plaster Board</u>				
	Carried to Collection			R	
	Section No. 2				
	BUILDING WORKS				
	Bill No. 16				
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	<u>Prepare and apply one undercoat and two finishing coats of Acrylic PVA emulsion paint to match existing</u>				
40	On ceilings and cornices	m2	1		
41	On fascias and barge boards not exceeding 300 mm girth	m	1		
	<u>On Fibre-Cement</u>				
	<u>Prepare and apply one undercoat and two finishing coats of Acrylic PVA emulsion paint to match existing</u>				
42	On ceilings and cornices	m2	1		
43	On fascias and barge boards not exceeding 300 mm girth	m	1		
	<u>On Metal</u>				
	<u>Prepare and apply one undercoat and two finishing coats of gloss paint on metalworks</u>				
	On doors	m2	1		
44	On door frames	m2	1		
45	On windows (both sides measured flat)	m2	1		
46	On windows with burglar bars (both sides measured flat)	m2	1		
47					
	<u>On Wood</u>				
	<u>Prepare and apply one coat wood primer, one undercoat and one finishing coat alkyd enamel paint in colours which have a value of 7 or less on the Munsell system in accordance with SABS 1091</u>				
48	On boarded panelling	m2	1		
49	On boarded ceilings	m2	1		
50	On doors	m2	1		
51	On windows, sash doors and fanlights	m2	1		
	Carried to Collection				
	Section No. 2			R	
	BUILDING WORKS				
	Bill No. 16				
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52	On door frames etc	m2	1		
53	On roof timbers at eaves and verges	m2	1		
54	On skirtings, rails, etc not exceeding 300 mm girth	m	1		
				R	
Carried to Collection					
Section No. 2 BUILDING WORKS Bill No. 16 PAINTING					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>BILL NO. 1</u>			
	<u>GENERAL SITE WORKS (PROVISIONAL)</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill			
	<u>EARTHWORKS</u>			
	<u>Site clearance</u>			
1	Clear area of the site to be built upon including digging up and removing rubbish, debris, vegetation, hedges, boulders, shrubs and trees with trunk not exceeding 200mm girth	m2	1	
2	Take out and remove tree with trunk exceeding 200mm and not exceeding 500mm girth including grubbing up roots and filling in holes with clean dry earth filling	No	1	
	<u>Excavations</u>			
3	Open face excavation in earth to reduce levels	m3	1	
4	Extra over all excavations for carting away surplus material from excavations and/or from stockpiles onsite to a dumping site to be located by the Contractor	m3	1	
5	Allow for keeping excavations free of all water other than subterranean water		Item	
6	Extra over open face excavations in earth for excavations in soft rock	m3	1	
7	Extra over open face excavations in earth for excavations in hard rock	m3	1	
	Carried to Collection			R
	Section No. 3			
	CIVIL WORKS			
	Bill No. 1			
	BULK EARTHWORKS (PROVISIONAL)			

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<u>Filling, etc.</u>					
8	Imported earth filling supplied by the Contractor and brought onto site to make up levels around buildings compacted to 93% modified AASHTO density	m3	1		
9	Grade and trim in-situ ground surface to falls	m2	1		
10	Prepare ground surface by scarifying top 150mm layer of ground and re-compact to 93% modified AASHTO density	m2	1		
<u>Tests</u>					
11	Tests to determine the degree of compaction, etc. of ground or filling	No	1		
Carried to Collection				R	
Section No. 3 CIVIL WORKS Bill No. 1 BULK EARTHWORKS (PROVISIONAL)					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>BILL NO. 2</u>			
	<u>WATER RETICULATION (PROVISIONAL)</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill			
	<u>WATER SUPPLIES</u>			
	<u>HDPE Type PE100 PN12.5 pipes to comply with SABS ISO 4427 (in minimum 12m lengths) with butt-welded joints</u>			
1	40mm Pipes laid in and including trenches not exceeding 1m deep	m	1	
2	50mm Pipes laid in and including trenches not exceeding 1m deep	m	1	
	<u>Extra over HDPE pipes for butt-welded fittings</u>			
3	40 x 20mm Reducer	No	1	
4	50 x 40mm Reducer	No	1	
5	40mm Elbow	No	1	
6	50mm Elbow	No	1	
7	40mm 90 degree bend	No	1	
8	50mm 90 degree bend	No	1	
9	40mm Tee	No	1	
10	50mm Tee	No	1	
11	40mm Adaptor coupling	No	1	
	Carried to Collection			R
	Section No. 3			
	CIVIL WORKS			
	Bill No. 2			
	WATER RETICULATION (PROVISIONAL)			

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12	50mm Adaptor coupling	No	1		
	<u>HDPE Type PE100 PN10 sleeve pipes to comply with SABS ISO 4427 with butt welded joints</u>				
13	110mm Pipes (no excavation)	m	1		
	<u>Extra over HDPE pipes for butt welded fittings</u>				
14	40mm Elbow	No	1		
15	50mm Elbow	No	1		
	<u>Taps, valves, etc</u>				
16	20mm Brass garden tap with hose connection	No	1		
17	25mm 1001/125RB full way gate valve	No	1		
18	40mm 1001/125RB full way gate valve	No	1		
	<u>Class 9 uPVC pressure pipes</u>				
19	25mm Pipes laid in and including trenches not exceeding exceeding 1m deep, bedding, backfilling, compaction and disposal of excavated material	m	1		
20	25mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep, bedding, backfilling compaction and disposal of excavated material	m	1		
21	50mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep, bedding, backfilling compaction and disposal of excavated material	m	1		
	<u>Extra over uPVC pressure pipes for uPVC solvent welded pressure fittings</u>				
22	25mm x 90 degrees bend	No	1		
23	25mm Tee	No	1		
24	25mm Steel to HDPE adaptor	No	1		
25	25mm Copper to HDPE adaptor	No	1		
	Carried to Collection				
	Section No. 3 CIVIL WORKS Bill No. 2 WATER RETICULTATION (PROVISIONAL)			R	

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	<u>Galvanized steel pipes</u>				
26	20mm Stand pipes	m	1		
	<u>Sundries</u>				
27	Extra over excavation in earth for pipe trenches, chambers, etc. for excavation in "soft rock"	m3	1		
28	Extra over excavation in earth for pipe trenches, chambers, etc. for excavation in "hard rock"	m3	1		
29	Class C (15 MPa/20) concrete in thrust blocks at bends, tees, etc. including necessary extra excavation, formwork, etc	m3	1		
30	150 x 150mm Cast iron stopcock box, including brick chamber below exceeding 500mm and not exceeding 750mm deep internally	No	1		
31	530 x 530mm Valve chamber exceeding 750mm and not exceeding 1000mm deep internally including cover and frame	No	1		
	<u>Testing</u>				
32	Testing water and fire service pipe system		Item		
	<u>FIRE APPLIANCES. PEDESTALS. ETC.</u>				
	<u>Fire appliances etc</u>				
33	80 x 65mm Brass right angle hydrant valve with cap and chain	No	1		
	<u>Fire hydrant pedestals</u>				
34	25MPa/19mm Reinforced concrete hydrant pedestal 1960mm high cast around vertical pipe with bottom 1260mm below ground, 440 x 440mm square at base and tapering to octagonal shaped top 240 x 240mm overall, including necessary excavation, formwork, reinforcement and two coats of paint to exposed surfaces	No	1		
	<u>STORAGE WATER TANK</u>				
	Carried to Collection			R	
	Section No. 3 CIVIL WORKS Bill No. 2 WATER RETICULTATION (PROVISIONAL)				

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	<u>Water Tank etc.</u>				
35	Supply and install SABS approved 5000L JOJO Water storage tank complete with all necessary fittings	No	1		
36	Submissible Pump for 5 000L JOJO Tank (elsewhere) complete with Water level Control and Tank alert system	No	1		
	<u>Booster Pump</u>				
37	Allow a provisional sum for Booster Pump Cage to Engineers details	No	1		
38	Allow a provisional sum for a Precast concrete cover to Borehole	No	1		
	<u>Valves</u>				
39	Float valve in Water storage tank	No	1		
	<u>Water Tank Plinth</u>				
40	Allow for the construction of Water Tank Plinth	No	1		
	<u>MUNICIPAL CONNECTIONS</u>				
	<u>Connections</u>				
41	Allow the amount for municipal connections		Item		
	<u>BOREHOLE EQUIPPING</u>				
42	Allow a provisional sum for servicing borehole		Item		
	Carried to Collection			R	
	Section No. 3 CIVIL WORKS Bill No. 2 WATER RETICULATION (PROVISIONAL)				

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>BILL NO. 3</u>			
	<u>SEWERS (PROVISIONAL)</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill			
	<u>SOIL DRAINAGE</u>			
	<u>Heavy duty uPVC pipes</u>			
1	110mm Pipes laid in and including trenches not exceeding 1m deep, bedding, backfilling, compaction and disposal of excavated material	m	1	
2	160mm Pipes laid in sleeve pipes (sleeve pipes elsewhere) (no excavation)	m	1	
3	110mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep, bedding, backfilling, compaction and disposal of surplus excavated material	m	1	
4	160mm Pipes laid in and including trenches not exceeding 1m deep, bedding, backfilling, compaction and disposal of excavated material	m	1	
5	uPVC cleaning eye fitted to end of 110mm earthenware pipe with 300 x 300mm cast iron cover and frame placed over cleaning eye including concrete surround finished smooth	No	1	
6	100mm uPVC pipe, raking or vertical to cleaning eye	m	1	
	<u>Extra over heavy duty uPVC pipes for fittings</u>			
7	110mm Bend	No	1	
8	110mm tee Junction	No	1	
	Carried to Collection			R
	Section No. 3			
	CIVIL WORKS			
	Bill No. 3			
	SEWERS (PROVISIONAL)			

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9	110mm "Y" Junction	No	1		
10	160mm Bend	No	1		
11	160 x 110mm Reducer	No	1		
12	Extra over 100mm uPVC pipe for 100mm junction with I.E	No	1		
13	Extra over 110mm pipe for Permanent stoppers	No	1		
14	110mm Gulley "P" trap	No	1		
15	190 x 110mm Gulley head and grating	No	1		
16	110mm Rodding eye	No	1		
<u>INSPECTION CHAMBERS</u>					
<u>Brick inspection chamber including precast concrete cover slabs (covers elsewhere) and channels in benching</u>					
17	1830 x 1830mm Inspection chamber not exceeding 1000mm deep internally	No	1		
18	1830 x 1830mm Inspection chamber exceeding 1000mm and not exceeding 2000mm deep internally	No	1		
19	1830 x 1830mm Inspection chamber exceeding 2000mm and not exceeding 3000mm deep internally	No	1		
<u>Cast iron covers, etc</u>					
20	Double seal manhole cover and frame type 2A as per SANS 1882	No	1		
21	Lifting-key for manhole cover	No	1		
<u>Precast concrete gulleys</u>					
22	Precast concrete gulley with 100mm outlet	No	1		
Carried to Collection				R	
Section No. 3 CIVIL WORKS Bill No. 3 SEWERS (PROVISIONAL)					

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	<u>Sundries</u>				
23	300x300x50mm Precast concrete inspection eye marker slab set in ground	No	1		
	<u>CONSERVANCY TANK</u>				
	<u>The following in Conservancy Tank</u>				
	<u>EARTHWORKS</u>				
	<u>Excavation in earth not exceeding 2m deep</u>				
24	Holes	m3	1		
	<u>Extra over trench and hole excavations in earth for excavation in</u>				
25	Soft rock	m3	1		
26	Hard rock	m3	1		
	<u>Risk of collapse of excavations</u>				
27	Sides of trench and hole excavations not exceeding 1,5m deep	m2	1		
	<u>Extra over all excavations for carting away</u>				
28	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1		
	<u>Keeping excavations free of water</u>				
29	Keeping excavations free of water		Item		
	<u>Compaction of surfaces</u>				
30	Levelling and compaction of ground surface under foundations, surfacebeds etc including scarifying for a depth of 150mm, breaking down oversize material and adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	1		
	Carried to Collection			R	
	Section No. 3 CIVIL WORKS Bill No. 3 SEWERS (PROVISIONAL)				

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	<u>Prescribed density tests on filling</u>				
31	"Modified AASHTO Density" test	No	1		
	<u>REINFORCED CONCRETE CAST ON/IN FORMWORK ETC</u>				
	<u>25MPa/20mm Concrete</u>				
32	Surface beds	m3	1		
33	Slabs including beams and inverted beams	m3	1		
	<u>TEST BLOCKS</u>				
34	Making and testing 150 x 150 x 150mm concrete strength test cube	No	1		
	<u>CONCRETE SUNDRIES</u>				
	<u>Finishing top surfaces of concrete smooth with a wood float</u>				
35	Surface beds, ramps, slabs, etc	m2	1		
	<u>ROUGH FORMWORK</u>				
	<u>Rough formwork to sides</u>				
36	Concrete walls	m2	1		
	<u>Rough formwork to soffits</u>				
37	Suspended slabs propped up to a height exceeding 1.5 but not exceeding 3.5m	m2	1		
	<u>MANHOLE COVERS ETC</u>				
	<u>Covers, etc</u>				
38	900x900mmx 82kg Type 9B cast iron single seal manhole cover	No	1		
39	Lifting key for manhole cover	No	1		
	<u>PIPES ETC</u>				
	Carried to Collection			R	
	Section No. 3 CIVIL WORKS Bill No. 3 SEWERS (PROVISIONAL)				

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>BILL NO. 4</u>			
	<u>STORMWATER DRAINAGE (PROVISIONAL)</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued by the Association of South African Quantity Surveyors before pricing this bill			
	Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling or for depositing within 150m of the perimeter of the excavations and spreading and roughly levelling as directed, as well as for increase in bulk and multiple handling of excavated material caused by the Contractor's method of operation			
	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 and for bulking			
	<u>Mass concrete with a coarse aggregate of 19mm and a minimum compressive strength of 15MPa at 28 days</u>			
1	V-shaped channel 500mm wide x 100mm thick with rounded salient edges and finished on exposed surfaces with (2:1) cement mortar, laid to falls in panels not exceeding 1800mm long with 12mm bitumen impregnated softboard movement joints with exposed edges raked out for a depth of 10mm and filled with bituminous compound including all necessary excavation and formwork	m	1	
	Carried to Collection			
	Section No. 3			R
	CIVIL WORKS			
	Bill No. 4			
	STORMWATER DRAINAGE (PROVISIONAL)			

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2	Triangular shaped concrete spill basin size 1080mm at head, 2440mm at base end and 1209mm along the sides, formed of 200mm thick concrete base with concrete upstand size 200 x 200mm high along two sides and 200 x 200mm footing along base end including all necessary excavation, formwork and backfilling, the top of the base inlaid with eleven hard burnt clay bricks protruding 55mm above the surface of the concrete and loose stones of 150 to 200mm diameter placed at the base of the spill basin for a width of 500mm	No	1	
	Carried to Collection			
	Section No. 3			
	CIVIL WORKS			
	Bill No. 4			
	STORMWATER DRAINAGE (PROVISIONAL)			

R

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO.3</u> <u>BILL NO. 5</u> <u>PARKING AND PAVING (PROVISIONAL)</u> <u>STANDARD PREAMBLES</u> The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill <u>SUPPLEMENTARY PREAMBLES</u> <u>The following Standardized Specifications form part of this Bill</u> SABS 1200B - (Bedding pipes, etc) SABS 1200C - (Site clearance) SABS 1200DA - (Earthworks (small works)) SABS 1200DM - (Earthworks (roads, sub grade)) SABS 1200GA - (Concrete (small works)) SABS 1200M - (Roads (general)) SABS 1200MK - (Kerbstones and channels) SABS 1200MM - (Ancillary road works)) <u>Measurement and payment</u> All measurement and payment clauses as prescribed in the above Standardized Specifications shall not apply to the work as set out in this Bill. <u>General</u> These Specifications were drawn up to cover all activities normally encountered on any of the above mentioned civil engineering work and details may therefore be encountered which will not apply to this Contract. These specifications are not issued with this document but are obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001.			
	Carried to Collection			R
	Section No. 3 CIVIL WORKS Bill No. 5 PAVING AND ROADWORKS (PROVISIONAL)			

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<u>Attached Specifications at the back of these bills of quantities</u>				
PA10 PA12				
<u>DESCRIPTIONS</u>				
The Tenderer is referred to the previous Section and the previous and successive Bills in this Section for preambles and full descriptions of materials and items described in this Bill, which will apply equally to the work in this Bill unless otherwise described				
<u>MAINTENANCE PERIOD</u>				
The maintenance period for the following work shall be 12 calendar months				
<u>ROADS, PARKING, WALKWAYS AND APRONS</u>				
<u>Excavation not exceeding 2m deep</u>				
1	Over site to reduce levels and depositing excavated material in prescribed stock piles on site	m3	1	
<u>Extra over bulk excavation in earth for excavation in</u>				
2	Soft rock	m3	1	
3	Hard rock	m3	1	
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density</u>				
4	Under floors, steps, pavings, etc	m3	1	
<u>Earth filling supplied by the contractor in filling up levels under roads, etc.</u>				
5	Selected G7 material in accordance with SABS 1200 DM compacted to 95% Mod AASHTO density	m3	1	
6	Selected G6 material in accordance with SABS 1200 DM compacted to 97% Mod AASHTO density	m3	1	
Carried to Collection			R	
Section No. 3 CIVIL WORKS Bill No. 5 PAVING AND ROADWORKS (PROVISIONAL)				

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<u>Extra over all excavations for carting away</u>				
7	Surplus material from stock piles on site to a dumping site to be located by the contractor	m3	1	
8	Compaction of ground surface under pavings, etc, including scarifying for a depth of 150mm, breakingdown oversize material, adding suitable material where necessary and compacting to 89% Mod AASHTO density	m2	1	
<u>Prescribed density tests on filling</u>				
9	"Modified AASHTO Density" test	No	1	
<u>"Hyvar X" or other equal and approved weedkiller</u>				
10	Under paving, etc.	m2	1	
<u>Soil insecticide in protection against termites</u>				
11	Under paving, etc.	m2	1	
<u>CONCRETE</u>				
<u>25MPa/19mm Concrete</u>				
12	100mm thick 25Mpa concrete channel 500mm wide laid to falls between paving and kerb	m	1	
<u>Rough formwork to sides</u>				
13	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	1	
<u>PAVINGS, WALKWAYS AND APRONS</u>				
<u>60mm Type S-A interlocking paving laid in herringbone bond, wet crushing strength of 25 Mpa on 20mm (thickness after final compaction) clean river sand with sand swept into joints (preparation of ground or filling elsewhere)</u>				
14	Interlocking Paving to parking areas, etc to falls	m2	1	
<u>Cutting units to fit edge restrains</u>				
15	Circular cutting to perimeter	m	1	
Carried to Collection				R
Section No. 3 CIVIL WORKS Bill No. 5 PAVING AND ROADWORKS (PROVISIONAL)				

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	<u>Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing</u>				
16	180 x 125 x 280mm high semi-mountable kerbs (SABS FIG 7) with 180 x 75mm high unreinforced concrete bedding and 75 x 275mm high unreinforced 20mpa concrete hunching along the kerb, including excavation, backfilling, etc	m	1		
	<u>PAINT WORK</u>				
	<u>Road marking and signs to interlocking paving</u>				
17	100mm Wide line	m	1		
18	Disabled parking sign	No	1		
19	Standard "STOP" sign	No	1		
	<u>ROAD SIGNS</u>				
	<u>Standard road sign with standard 50mm diameter galvanized mild steel fixing post bedded into and including bases, including any necessary excavation, mass concrete, etc.</u>				
20	610mm "STOP" sign	No	1		
21	610mm "DISABLED" sign	No	1		
	Carried to Collection			R	
	Section No. 3 CIVIL WORKS Bill No. 5 PAVING AND ROADWORKS (PROVISIONAL)				

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>BILL NO. 6</u>			
	<u>APRONS AND RAMPS (PROVISIONAL)</u>			
	Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling or for depositing within 150m of the perimeter of the excavations and spreading and roughly levelling as directed, as well as for increase in bulk and multiple handling of excavated material caused by the Contractor's method of operation			
	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 and for bulking			
	<u>EARTHWORKS</u>			
	<u>Excavations</u>			
1	Open face excavation in earth to reduce levels	m3	1	
2	Extra over all excavations for carting away surplus material from excavations and/or from stockpiles onsite to a dumping site to be located by the Contractor	m3	1	
	<u>Filling, etc.</u>			
3	150mm Sub-base layer of selected earth filling from the excavations stabilised with and including 5% road lime and compacted to 93% modified AASHTO density	m3	1	
	<u>SOIL POISONING TO PAVING AND ROAD WORKS(Work Group No. 104 for CPAP purposes)</u>			
	Carried to Collection			
	Section No. 3			R
	CIVIL WORKS			
	Bill No. 6			
	APRONS AND RAMPS (PROVISIONAL)			

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	<u>"Hyvar X" or other equal and approved weedkiller</u>				
4	Under apron, ramps etc	m2	1		
	<u>Soil insecticide</u>				
5	Under apron, ramps etc	m2	1		
	<u>CONCRETE</u>				
	<u>25MPa/19mm Concrete</u>				
6	Concrete in apron	m3	1		
7	Concrete in ramps	m3	1		
	<u>CONCRETE SUNDRIES</u>				
	<u>Finishing top surfaces of concrete smooth with a wood float</u>				
8	Surface beds, ramps, slabs, etc	m2	1		
	<u>MOVEMENT JOINTS. ETC</u>				
	<u>Joint forming material in movement joints:</u>				
9	Movement joint exceeding 300mm high formed of 12mm bitumen impregnated softboard placed vertically in position between concrete and brickwork surfaces	m2	1		
	<u>Rough formwork to sides</u>				
10	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	1		
	<u>MOVEMENT JOINTS. ETC</u>				
	<u>Joint forming material in movement joints:</u>				
11	10mm Soft board expansion joint material not exceeding 300mm wide	m	1		
	Carried to Collection			R	
	Section No. 3				
	CIVIL WORKS				
	Bill No. 6				
	APRONS AND RAMPS (PROVISIONAL)				

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>BILL NO. 7</u>			
	<u>FENCING</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			
	<u>DESCRIPTIONS</u>			
	The Tenderer is referred to the previous Section and the previous and successive Bills in this Section for preambles and full descriptions of materials and items described in this Bill, which will apply equally to the work in this Bill unless otherwise described			
	<u>EARTHWORKS</u>			
	<u>Excavation in earth not exceeding 2m deep</u>			
1	Holes	m3	1	
2	Extra over excavation in earth for holes in soft rock	m3	1	
3	Ditto, for hard rock	m3	1.00	
	<u>Risk of collapse of excavations</u>			
4	Sides of trench and hole excavations not exceeding 1,5m deep	m2	1	
	<u>Extra over all excavations for carting away</u>			
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	1	
	<u>Keeping excavations free of water</u>			
6	Keeping excavations free of water		Item	
	Carried to Collection			R
	Section No. 3			
	CIVIL WORKS			
	Bill No. 7			
	FENCING (PROVISIONAL)			

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	<u>Soil insecticide</u>				
7	To bottoms and sides of trenches etc	m2	1		
	<u>UN REINFORCED CONCRETE</u>				
	<u>Mass concrete with a coarse aggregate of 38mm and a minimum comprehensive strength of 30MPa at 28 days</u>				
8	Base for gate, corner and intermediate post 500 x 500 x 600mm deep with top surface projecting 50mm above surrounding ground level including all necessary formwork, etc.	No	1		
	<u>Concrete test cubes</u>				
9	Prepare set of three 150 x 150 x 150mm concrete strength test cubes, label and send to an approved laboratory for testing, pay all charges and submit report to the Representative/Agent. Only successful tests will be paid for <u>(Provisional)</u>	No	1		
	<u>WELDED SECURITY FENCING</u>				
	<u>Welded steel palisade security fencing with posts encased in concrete footings</u>				
10	Palisade security fencing in 2.1 x 3m panels made of 60 x 60 x 5mm slotted channels top and bottom rails, filled in vertically with 30 x 30 x 3mm hot rolled angle palisades 1800mm long at 150mm centres, panels fixed to 76 x 76 x 3mm posts with devils fork end at the top and bottom cast into concrete bases 500 x 500 x 600mm thick (elsewhere).	m	1		
	<u>Gates, screens, etc.</u>				
11	Manually operated sliding gate 6 000 x 2 440mm high overall, the outer frame of 75 x 75 x 5mm square tubing and 50 x 50 x 2.5mm welded mesh welded to frame work, complete with industrial tyeroller wheels rolling on ground track and mechanical operating mechanism and padbolt	No	1		
	Carried to Collection			R	
	Section No. 3				
	CIVIL WORKS				
	Bill No. 7				
	FENCING (PROVISIONAL)				

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12	Single gate 1500 x 1800mm high of 50 x 50 x 2mm hollow section frame and 50 x 50 x 2mm hollow section horizontal middle rail, filled in with vertical cold rolled steel "C" channels of varying sizes 76 x 38 x 3mm, 50 x 25 x 2mm and 25 x 25 x 2mm; barfitted with a pair of 25mm diameter x 80mm longpin hinges welded to post; Secure lockbox for and including 5 lever lockset with deadbolt.	No	1		
	<u>Plascon zinc phosphate primer undercoat and plascon super universal enamel top coat</u>				
13	On gates, grilles, palisade fencing, etc.(both sides measured over the full flat area)	m2	1		
14	On steel palisade gates and framing (both sides measured flat)	m2	1		
				R	
Carried to Collection					
Section No. 3 CIVIL WORKS Bill No. 7 FENCING (PROVISIONAL)					

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ItemNo		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>BILL NO. 8</u>			
	<u>CARPORT (PROVISIONAL)</u>			
	<u>Excavation in earth not exceeding 2m deep</u>			
1	Holes	m3	1	
	<u>Risk of collapse of excavations</u>			
2	Sides of trench and hole excavations not exceeding 1,5m deep	m2	1	
	<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 90% Mod AASHTO density</u>			
3	In trenches, holes, etc.	m3	1	
	<u>30MPa/20mm Concrete</u>			
4	1Bases	m3	1	
	<u>The following in 2 No. 7500 x 5000mm pre-fabricated shadeport treble unit constructed of tubular mild steel welded and bolted frame</u>			
5	350 x 350 x 6mm Baseplate to columns	No	1	
6	End cap to 219mm diameter steel column	No	1	
7	80 x 80 x 6mm Flat section bracket	No	1	
8	219mm Diameter 3mm thick, hollow section steel column	kg	1.00	
9	60mm Diameter 2mm thick, hollow section beam	kg	1.00	
10	51mm Diameter 2mm thick, hollow section support	kg	1.00	
11	48mm Diameter 2mm thick, hollow section arched purlin	kg	1.00	
	Carried to Collection			R
	Section No. 3			
	CIVIL WORKS			
	Bill No. 8			
	CARPORT (PROVISIONAL)			

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12	38mm Diameter 2mm thick, hollow section purlin support <u>Shade net</u>	kg	1.00		
13	Knitted polyethylene net with 88% shade factor fixed to frame with galvanised cable or pipe surround.	m2	1		
				R	
Carried to Collection					
Section No. 3 CIVIL WORKS Bill No. 8 CARPORT (PROVISIONAL)					

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ItemNo	Quantity	Rate	Amount
<u>SECTION NO. 4</u>			
<u>BILL NO. 1</u>			
<u>PROVISIONAL SUMS FOR THE MAIN CONTRACT / NOMINATED OR SELECTED SUBCONTRACT</u>			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>General</u>			
All prime cost amounts and provisional sums are net. Prime cost amounts include for delivery to site of all articles concerned			
<u>Profit</u>			
Where stated, the contractor may allow for profit if required			
<u>General attendance on selected subcontractors</u>			
The item "Attendance" which follows each provisional sum for selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the selected subcontractors, the following:			
1. The services as set out in clause B9 of the Preliminaries 2. Hoisting of the selected subcontractor's material in batches that can be handled by the contractor's hoist or crane during normal working hours 3. Making good in all trades and cleaning down and removal of rubbish on completion			
<u>Contingency sums</u>			
Work for which contingency sums are allowed will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required			
Carried to Collection			R
Section No. 4			
PROVISIONAL SUMS			
Bill No. 1			
PROVISIONAL SUMS			

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Preliminaries

The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Sums"

**PROVISIONAL SUMS FOR THE MAIN
CONTRACT / NOMINATED SUBCONTRACT
WORKS**

NOTE:

All mechanical works, electrical works and joinery fittings will be priced per project and market related prices will be used.

Carried to Collection

Section No. 4
PROVISIONAL SUMS
Bill No. 1
PROVISIONAL SUMS

R

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Section No	<u>FINAL SUMMARY</u>	PageNo	Amount
1	PRELIMINARIES	136	
2	BUILDING WORKS	256	
3	CIVIL WORKS	289	
4	PROVISIONAL	292	
	SUMSsss		R
	Sub Total (A)		
	<u>CONTINGENCIES</u>		
	Allow 10% for contingencies to be used as directed and approved by Principal Agent/ Project Manager and to be deducted in whole or in part if not used	%	
	<u>COMMUNITY LIASON OFFICER</u>	Item	
	Provide the amount of R 7 500.00/month for the appointment of community liaison officer		R
	Add Value Added Tax		
			R
	Carried to Form of Tender		

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NKOMAZI LOCAL MUNICIPALITY

**NKO 80/2023– PANEL OF CONTRACTORS FOR THE MAINTENANCE OF
MUNICIPAL BUILDING INFRASTRUCTURE WITHIN THE NKOMAZI LOCAL
MUNICIPALITY AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

The Scope of Work is defined as outline below, but not limited to:

Mechanical Works

- Repair motors and gearboxes for the aeration basins
- Clarifier (Repairing gearbox and motors)
- Repair Bio-Filters arms and centre rotating mechanism
- Repair - Pumps conditions – sewer booster pump stations and outside pump stations
- Status of the valves - control valves, scour, sluice gates, isolating and air valves at the wastewater
- Treatment Plants (Including their respective raising mains)
- Sedimentation Primary Settler - condition of the Bridges & the gearbox
- Sedimentation secondary settler -condition of blowers, extraction fans and the valves
- Degritting units at sewer inlet works

Electrical Works

- Design and Construct Motor control centres (MCCs)
- Repair and Installation of new Transformers (Power source)
- Laying of new electrical cable to different process units
- Repair and maintenance of high masts (Lighting poles)
- Repair and maintenance of pump stations HV Panels
- Pump Motors condition in sewer pump stations/raising mains
- Pump Station (Raw Sewer), backwash plant, outside booster pump stations
- Sub-station Transformers condition – (Oil Tests)
- In an event where cable re-routing is proposed, schematic should be provided
 - a) MCC's Conditions
 - b) VSD's & Soft Starters

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Control and Instrumentation (Automation)

- Equipment in the pump stations and outstations
- Communication, monitoring and automation in relation with (SCADA) of the wastewater treatment plants monitoring of flow meters

❖ **Instrumentation:** field instruments (Pressure switches, Temperature probes, Flow switches, conditions for the following:

- The plant
- Outstations and pump station controls
- Protections on the pumps and motors, motor controls

Civil Works

- Repair of pipe works
- Repair of walking rails
- Repair and reconstruction of bio-filters and manhole chambers
- Construction and repair of sludge drying beds
- Construction/Renovation of building structures (Process controller's room, Store rooms, Ablution facilities, Laboratories, Security houses, kitchens etc.)
- Repair or replace fencing
- Cleaning around the yards and ponds (Grass cutting, removal of reeds in ponds)
- General Cleaning each process units
- Unblocking of the sewer networks, stormwater systems and cleaning of the balancing tanks at booster pump stations
- Paving and landscaping
- Sealing of reservoirs and all other civil structures
- Desludging of the oxidation ponds

Process Units

- Filtration Process –Sand media grading, sluice gates, Valves (Air, Wash valve, Filter valves)
- Sedimentation Tanks – Round Dam, Scraper Bridge, Scour Valves, Gearbox, Stirrers, Turbo Circulators rotating Bridge (All Mechanical and Electrical Equipment)
- Secondary Sedimentation – Pulsators vacuum extractor fans, The baffle plates, Overflow weirs, pipes (all mechanical and electrical equipment)
- All coagulants and disinfectants dosing systems: (Refurbishment of the dosing system)
- Back wash Pumps and air blowers: All mechanical, electrical and equipment for the pumps and controls
- Bulk Storage for Chemicals (Lime, Chlorine, Polyelectrolytes)
- Inlet works (Mechanical and Handrake screens, Degritting units)

1.2 STANDARD SPECIFICATIONS

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APPLICABLE STANDARDIZED SPECIFICATIONS

- The General Conditions of Contract applicable to this contract are the “General Conditions of Contract for Construction Works, Second Edition (2015)”, issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.
- The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), are synonymous.

SANS 1200

SANS 1200 A :	General (1986)
SANS 1200 DB :	Earthworks (pipe trenches) (1989)
SANS 1200 DM :	Earthworks (roads, subgrade) (1981)
SANS 1200 G :	Concrete (structural) (1982)
SANS 1200 GE :	Pre-cast concrete (structural) (1984)
SANS 1200 H :	Structural steelwork (1990)
SANS 1200 HA :	Structural steelwork (sundry item) (1990)
SANS 1200 LB :	Bedding (pipes) (1983)
SANS 1200 LC :	Cable ducts (1981)
SANS 1200 LE :	Storm water drainage (1982)
SANS 1200 MJ :	Segmented paving (1984)
SANS 1200 MK :	Kerbing and channeling (1983)
SANS 1200 ME :	Sub base (1981)

SANS 10120-5 L

Code of practice for use with standardized specifications for civil engineering construction and contract documents Part 5: Contract administration Section L: Medium-pressure pipelines

SANS 10120-5 LC

Code of practice for use with standardized specifications for civil engineering construction and contract documents Part 5: Contract administration Section LC: Cable ducts

SANS 10120-4 DB

Code of practice for use with standardized specifications for civil engineering construction and contract documents Part 4: Typical schedule of quantities Section DB: Earthworks (pipe trenches)

SANS 1200 A

Standardized specification for civil engineering construction Section A: General

SANS 1200 LG

Standardized specification for civil engineering construction Section LG: Pipe jacking

SANS 1200 DE

Standardized specification for civil engineering construction Section DE: Small earth dams

SANS 1200 MF

Standardized specification for civil engineering construction Section MF: Base

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SANS 10120-4 HC

Code of practice for use with standardized specifications for civil engineering construction and contract documents Part 4: Typical schedule of quantities Section HC: Corrosion protection of structural steelwork

SANS 1200 F

Standardized specification for civil engineering construction Section F: Piling

- Note 1 The Standard Specifications are not bound into the tender and contract documents, but are available at the Tenderer's/Contractor's expense from the South African Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001.
- Note 2 Each of the Standard Specifications contains an appendix, which in turn lists further specifications, which are not bound into the tender and contract documents

Electrical Works Technical Specifications

SECTION	Title
16000	Electrical Works
16010	General Provisions for Electrical Work
16075	Electric Identification
16110	Raceways
16120	Conduits
16130	Underground Electrical Service
16200	Cables and Wires
16300	Supporting Devices
16400	Main Distribution Equipment
16500	Lighting
16640	Earthing
16670	Lightning Protection system
16720	Fire Detection and Alarm System
16760	Data System
16771	Public Address/ Voice Evacuation System
16775	IP Intercom System
16781	SMATV System
16790	BMS System Specification
16800	Solar Energy

Mechanical Works Technical Specifications

SANS 60811-505

Electric and optical fibre cables - Test methods for non-metallic materials Part 505: Mechanical tests -Elongation at low temperature for insulations and sheaths

SANS 1230

Trailer support legs (mechanically adjustable)

SANS 9177-1

Mechanical pencils Part 1: Classification, dimensions, performance requirements and testing

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SANS 9177-2

Mechanical pencils Part 2: Black leads - Classification and dimensions

SANS 60811-506

Electric and optical fibre cables - Test methods for non-metallic materials Part 506: Mechanical tests – Impact test at low temperature for insulations and sheaths

SANS 1700-5-2

Fasteners Part 5: General requirements and mechanical properties Section 2: Nuts with specified proof load values - Coarse thread

SANS 1700-5-4

Fasteners Part 5: General requirements and mechanical properties Section 4: Nuts with specified proof load values - Fine pitch thread

SANS 1700-5-6

Fasteners Part 5: General requirements and mechanical properties Section 6: Heat-treated steel tapping screws

SANS 1700-5-12

Fasteners Part 5: General requirements and mechanical properties Section 12: Surface discontinuities -Bolts, screws and studs for general requirements

SANS 1700-5-13

Fasteners Part 5: General requirements and mechanical properties Section 13: Surface discontinuities -Bolts, screws and studs for special requirements

SANS 1700-5-14

Fasteners Part 5: General requirements and mechanical properties Section 14: Bolts, screws, studs and nuts made of non-ferrous metals

SANS 60811-507

Electric and optical fibre cables - Test methods for non-metallic materials Part 507: Mechanical tests - Hotset test for cross-linked materials

SANS 2631-1

Mechanical vibration and shock - Evaluation of human exposure to whole-body vibration Part 1: General requirements

SANS 4866

Mechanical vibration and shock - Vibration of fixed structures - Guidelines for the measurement of vibrations and evaluation of their effects on structures

SANS 1408

Mechanical components for tendon based rock support systems

SANS 4042

Fasteners - Electroplated coatings (SABS 1700 Fasteners Part 5: General requirements and mechanical properties Section 11)

SANS 50713

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Plastics piping systems - Mechanical joints between fittings and polyolefin pressure pipes - Test method for leak tightness under internal pressure of assemblies subjected to bending

SANS 50712

Thermoplastics piping systems - End-load bearing mechanical joints between pressure pipes and fittings - Test method for resistance to pull-out under constant longitudinal force

SANS 51706

Aluminum and aluminum alloys - Castings - Chemical composition and mechanical properties

SANS 6891

Timber structures - Joints made with mechanical fasteners - General principles for the determination of strength and deformation characteristics

SANS 13909-1

Hard coal and coke - Mechanical sampling Part 1: General introduction

SANS 13909-2

Hard coal and coke - Mechanical sampling Part 2: Coal - Sampling from moving streams

SANS 13909-3

Hard coal and coke - Mechanical sampling Part 3: Coal - Sampling from stationary lots

SANS 13909-4

Hard coal and coke - Mechanical sampling Part 4: Coal - Preparation of test samples

SANS 13909-5

Hard coal and coke - Mechanical sampling Part 5: Coke - Sampling from moving streams

SANS 13909-6

Hard coal and coke - Mechanical sampling Part 6: Coke - Preparation of test samples

SANS 13909-7

Hard coal and coke - Mechanical sampling Part 7: Methods for determining the precision of sampling, sample preparation and testing

SANS 13909-8

Hard coal and coke - Mechanical sampling Part 8: Methods of testing for bias

SANS 1700-5-1

Fasteners Part 5: General requirements and mechanical properties Section 1: Mechanical properties of fasteners made of carbon steel and alloy steel - Bolts, screws and studs

SANS 1700-5-3

Fasteners Part 5: General requirements and mechanical properties Section 3: Mechanical properties of fasteners made of carbon steel and alloy steel - Set screws and similar threaded fasteners not under tensile stresses

SANS 1700-5-16

Fasteners: Part 5: General requirements and mechanical properties Section 16: Drilling screws with tapping screw thread - Mechanical and functional properties

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SANS 1700-5-7

Fasteners Part 5: General requirements and mechanical properties Section 7: Corrosion resistant stainless steel fasteners – Specifications

SANS 1213

Mechanical cable glands

SANS 60811-1-1

Common test methods for insulating and sheathing materials of electric cables and optical cables Part 1-1: Methods for general application - Measurement of thickness and overall dimensions - Tests for determining the mechanical properties

SANS 20055

Uniform provisions concerning the approval of mechanical coupling components of combinations of vehicles.

SANS 1700-5-11

Fasteners Part 5: General requirements and mechanical properties Section 11: Electroplated coatings

SANS 1700-5-8

Fasteners Part 5: General requirements and mechanical properties Section 8: Mechanical properties of corrosion-resistant stainless-steel fasteners - Bolts, screws and studs

SANS 1700-5-9

Fasteners Part 5: General requirements and mechanical properties Section 9: Mechanical properties of corrosion-resistant stainless-steel fasteners - Nuts

SANS 1700-5-10

Fasteners Part 5: General requirements and mechanical properties Section 10: Mechanical properties of corrosion-resistant stainless-steel fasteners - Set screws and similar fasteners not under tensile stress

SANS 1700-5-17

Fasteners Part 5: General requirements and mechanical properties Section 17: Mechanical and performance requirements of case hardened and tempered metric thread rolling screws

SANS 1700-5-18

Fasteners Part 5: General requirements and mechanical properties Section 18: Fasteners - Nonelectrolytically applied zinc flake coatings

SANS 14236

Plastics pipes and fittings - Mechanical-joint compression fittings for use with polyethylene pressure pipes in water supply systems

SANS 4593

Plastics - Film and sheeting - Determination of thickness by mechanical scanning

SANS 60947-4-1

Low-voltage switchgear and controlgear Part 4-1: Contactors and motor-starters –

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Electromechanical contactors and motor-starters

SANS 60591

Sampling rules and acceptance criteria when applying statistical control methods for mechanical and electromechanical tests on insulators of ceramic material or glass for overhead lines with a nominal voltage greater than 1 000 V

SANS 62053-11

Electricity metering equipment (a.c.) - Particular requirements Part 11: Electromechanical meters for active energy (classes 0,5, 1 and 2)

SANS 60730-2-8

Automatic electrical controls for household and similar use Part 2-8: Particular requirements for electrically operated water valves, including mechanical requirements

SANS 61238-1

Compression and mechanical connectors for power cables for rated voltages up to 30 kV (Um = 36 kV) Part 1: Test methods and requirements

SANS 1700-18-3

Fasteners Part 18: Rivets Section 3: Blind rivets - Mechanical testing

SANS 70

Conditioning of textiles and standard temperate atmosphere for determining their physical and mechanical properties

SANS 6210

Domestic solar water heaters - Mechanical qualification tests

SANS 62262

Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts(IK code)

SANS 1611

The mechanical requirements for satellite television receiving antennas

SANS 1529-4

Water meters for cold potable water Part 4: Mechanical meters of nominal bore exceeding 100 mm but not exceeding 800 mm

SANS 50755-2

Aluminium and aluminium alloys - Extruded rod/bar, tube and profiles Part 2: Mechanical properties

SANS 369-2

Code of practice for the operation of fire protection measures Part 2: Mechanical actuation of gaseous total flooding and local application extinguishing systems

SANS 6161

Non-recoverable extension of textile floor coverings as imposed by mechanical action

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SANS 61959

Secondary cells and batteries containing alkaline or other non-acid electrolytes - Mechanical tests for sealed portable secondary cells and batteries

SANS 60811-506

Electric and optical fibre cables - Test methods for non-metallic materials Part 506: Mechanical tests – Impact test at low temperature for insulations and sheaths

SANS 60947-5-5

Low-voltage switchgear and controlgear Part 5-5: Control circuit devices and switching elements- Electrical emergency stop device with mechanical latching function

SANS 962-2

Mechanical fasteners for conveyor belts Part 2: Hinged type and plate-and-rivet type fasteners

SANS 50572-1

Glass in building - Basic soda lime silicate glass products Part 1: Definitions and general physical and mechanical properties

SANS 8528-9

Reciprocating internal combustion engine driven alternating current generating sets Part 9: Measurement and evaluation of mechanical vibrations

SANS 1051-5

Braking Part 5: Parking brakes: Mechanically locked brake cylinder (lock actuator) type

SANS 8009

Mechanical contraceptives - Reusable natural and silicone rubber contraceptive diaphragms – Requirements and tests

SANS 520

Coke (greater than 20 mm in size) - Determination of mechanical strength

SANS 60034-18-34

Rotating electrical machines Part 18-34: Functional evaluation of insulation systems - Test procedures for form-wound windings - Evaluation of thermomechanical endurance of insulation systems

SANS 6282-3

Test methods for bare conductors and conductors of insulated electric cables Part 3: Mechanical tests

SANS 1529-1

Water meters for cold potable water Part 1: Metrological characteristics of mechanical water meters of nominal bore not exceeding 100 mm

SANS 6100

Aerial bundled conductors - Performance of supporting cores under mechanical and thermal stresses

SANS 1808-15

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Water supply and distribution system components Part 15: Mechanical backflow-prevention devices

SANS 60730-2-6

Automatic electrical controls for household and similar use Part 2-6: Particular requirements for automatic electrical pressure sensing controls including mechanical requirements

SANS 628

Mechanical ball type couplings of diameter exceeding 50 mm

SANS 60730-2-18

Automatic electrical controls for household and similar use Part 2-18: Particular requirements for automatic

SANS 60793-1-3

electrical water and air flow sensing controls, including mechanical requirements

Optical fibres Part 1-3: Generic specification - Measuring methods for mechanical characteristics

SANS 60034-14

Rotating electrical machines Part 14: Mechanical vibration of certain machines with shaft heights 56 mm and higher - Measurement, evaluation and limits of vibration severity

SANS 60521

Alternating-current electromechanical watt-hour meters (classes 0.5, 1 and 2)

SANS 21398

Hard coal and coke - Guidance to the inspection of mechanical sampling systems

SANS 1529-9

Water meters for cold potable water Part 9: Requirements for electronic indicators used with mechanical water meters, electronic water meters and electronic prepayment water measuring systems

SANS 10149

The mechanical stress grading of timber (flexural method)

SANS 1700-5-15

Fasteners Part 5: General requirements and mechanical properties Section 15: Bolts, screws, studs and nuts

SANS 1607

Electromechanical watt-hour meters

SANS 53763-7

Explosives for civil uses - Detonators and relays Part 7: Determination of the mechanical strength of leading wires, shock tubes, connections, crimps and closures

SANS 60730-2-19

Automatic electrical controls for household and similar use Part 2-19: Particular requirements for electrically operated oil valves, including mechanical requirements

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SANS 60730-2-17

Automatic electrical controls for household and similar use Part 2-17: Particular requirements for electrically

1.4 Location of the works

Projects will be allocated within the jurisdiction of the Nkomazi Local Municipality and site to be allocated as an when a project is identified.

1.5 Temporary works

To be indicated on the drawings, specifications and / or instructions that will be provided to the contractor

2 DRAWINGS

Where applicable drawings will be issued to the contractor.

3 PROCUREMENT

3.1 Preferential procurement procedures

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

3.1.1 Requirements for the sourcing and engagement of labour

3.1.1.1 Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

3.1.1.2 The published rate of pay set for the EPWP must be used for the various categories of labour:

Description	Daily wage for 8 hour work day
Unskilled labour	
Semi skilled labour	
Skilled labour	
Supervisor	

3.1.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

3.1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.

3.1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with

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previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income;
- d) those who are not in receipt of any social security pension income

3.1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 50% women;
- b) 25% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

3.1.2.1 Definitions

3.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

3.1.2.2 Contract Participation Goal

3.1.2.2.1 The minimum Contract Participation Goal applicable of 30% will not apply to contracts less than R 30m.

3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes. The Person / days will be calculated in accordance with Appendix E.3: Contract Person / Days Calculation Format.

3.1.2.3 Terms and conditions for the engagement of targeted labour

3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Appendix E.1.

3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Appendix E.2, to record the required information as per said clause.

3.1.2.4 Variations to the SANS 1914-5

None

3.1.2.5 Training of targeted labour

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days of training for every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

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4. MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

4.2 Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

4.3 Management meetings

The Employer's Representatives and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representatives require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor shall ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the employer.

The Contractor shall ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

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4.6 EPWP labour intensive specification

Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 3CE/3GB and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE/GB, 2CE/GB, 3CE/GB and 4CE/GB shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

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5 ADDENDA

- 5.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
- 5.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
- 5.3 Environmental Management Plan (*ADDENDUM C*)
- 5.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
- 5.5 Pro-forma Attendance Register (*ADDENDUM E*)
- 5.6 Contract Person / Days Calculation Format (*ADDENDUM F*)
- 5.7 Contractor's monthly report format (*ADDENDUM G*)

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C4 Site Information

Sites to be identified and allocated within the jurisdiction of Nkomazi Local Municipality

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.

..... 2003

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

Contract

Addendum A/2

Addendum A

Occupational Health and Safety Regulations

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SCHEDULE

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

“agent” means any person who acts as a representative for a client in the managing the overall construction work.

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

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

“client” means any person for whom construction work is performed;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“construction work” means any work in connection with—

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

“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

“contractor” means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

“design” in relation to any structure includes drawings, calculations, design details and specifications;

“designer” means any person who—

- (a) prepares a design;
- (b) checks and approves a design;
- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;

(d) architects and engineers contributing to, or having overall responsibility for the design;

(e) build services engineers designing details for fixed plant;

(f) surveyors specifying articles or drawing up specifications;

(g) contractors carrying out design work as part of a design and build project;

(h) temporary works engineer designing formwork and false work; and

(i) interior designers, shop-fitters and landscape architects.

“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

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

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

“fall prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“hazard identification” means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

“health and safety file” means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

“health and safety plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“health and safety specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“method statement” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

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

“principal contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

“risk assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

“roof apex height” means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

“SABS 085” means the South African Bureau of Standards’ Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”;

“SABS 0400” means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

“SABS EN 1808” means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“SABS 1903” means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

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

“shoring” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“structure” means—

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

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

“the Act” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“tunnelling” means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral;

Scope of application

2.(1) These Regulations, shall apply to any persons involved in construction work.

(2) The provisions of subregulation 4.(1)(a) shall not be applicable where the construction work carried out is in relation to a single storey domestic building for a client who is going to reside in such dwelling upon completion thereof.

(3) The provisions of subregulations 4.(1)(a) and 5(1), 5.(3)(a) and 5(4) shall not be applicable where the construction work is in progress and more than fifty percent thereof has been completed at the date of promulgation of these regulations: Provided that an inspector may instruct accordingly that these Regulations shall be applicable.

Notification of construction work

3.(1) A principal contractor who intends to carry out any construction work shall—

- (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
 - (i) the demolition of a structure exceeding a height of 3 metres; or
 - (ii) the use of explosives to perform construction work; or
 - (iii) the dismantling of fixed plant at a height greater than 3m.
- (b) before carrying out that work, notify the provincial director in writing when the construction work—
 - (i) exceeds 30 days or will involve more than 300 person days of construction work; and
 - (ii) includes excavation work deeper than 1m; or
 - (iii) includes working at a height greater than 3 metres above ground or a landing.

(2) The notification to the provincial director contemplated in subregulation (1) must be done on the form similar to ADDENDUM A to these regulations.

(3) A principal contractor shall ensure that a copy of the completed form contemplated in subregulation (2) is kept on site for inspection by an inspector, client, client's agent or employee.

Client

4.(1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—

- (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- (b) to promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- (c) to appoint each principal contractor in writing for the project or part thereof on a construction site;
- (d) to take reasonable steps to ensure that each principal contractor's health and safety plan as determined in subregulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in subregulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;

- (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
 - (h) to ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.
- (2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in subregulation 5(1) and thereafter finally approve the health and safety plan for implementation.
- (3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
- (4) No client shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
- (5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.
- (6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

Principal Contractor and Contractor

- 5. (1)** A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.
- (2) A principal contractor shall take reasonable steps as far as is necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.
- (3) A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act—
- (a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
 - (b) to appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;
 - (c) to take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub-regulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
 - (d) to stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
 - (e) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
 - (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
 - (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.
- (4) A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification

contemplated in regulation 5(3)(a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.

(5) A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in subregulation (4), and shall finally approve that plan for implementation.

(6) A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in subregulation (1), as well as the contractor's health and safety plan contemplated in subregulation (4), is available on request to an employee, inspector, contractor, client or client's agent.

(7) Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.

(8) A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in subregulation (7), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

(9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in subregulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.

(10) No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

(11) Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in subregulations (2) to (6) that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor.

(12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

(13) Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.

(14) Every contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

Supervision of construction work

6.(1) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.

(2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in subregulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in subregulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.

(3) Where the contractor has not appointed an employee as referred to subregulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of subregulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under subregulation (2).

(4) No construction supervisor appointed in terms of subregulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under subregulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.

(5) If, however, the construction supervisor appointed in terms of subregulation (1) for more than one

construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the contractor to appoint the required number of employees as contemplated in subregulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of subregulation (1) more appropriately.

(6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

(7) The appointed construction safety officer as contemplated in subregulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).

(8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint, has the necessary competencies and resources to assist the contractor.

Risk assessment

7.(1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least—

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) the analysis and evaluation of the risks and hazards identified;
- (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

(2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.

(3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

(4) A contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

(5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

(6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

(7) Notwithstanding the requirements laid down in subregulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

(8) A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

(9) Every employee on site shall-

- (a) be in possession of proof of the health and safety induction training as determined in subregulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and**
- (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.**

Fall protection

8.(1) A contractor shall cause—

- (a) the designation of a competent person, responsible for the preparation of a fall protection plan;**
- (b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;**
- (c) steps to be taken in order to ensure the continued adherence to the fall protection plan.**

(2) The fall protection plan contemplated in subregulation (1), shall include—

- (a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;**
- (b) the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;**
- (c) the programme for the training of employees working from elevated positions and records thereof; and**
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.**

(3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.

(4) Notwithstanding the provisions of subregulations (1) and (2), the contractor shall ensure that—

- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;**
- (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;**
- (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;**
- (d) fall prevention and fall arrest equipment is—**

- (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
 - (e) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
 - (f) suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
- (5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in subregulations (2) and (4), it is furthermore indicated in the fall protection plan—
- (a) that the roof work has been properly planned;
 - (b) that the roof erectors are competent to carry out the work;
 - (c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
 - (f) that suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
 - (g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

Structures

9.(1) A contractor shall ensure that—

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- (b) no structure or part of a structure is loaded in a manner which would render it unsafe.

(2) The designer of a structure shall—

- (a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
- (b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
- (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor—
 - (i) a geo-science technical report where appropriate;
 - (ii) the loading the structure is designed to withstand; and
 - (iii) the methods and sequence of construction.

- (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
 - (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;
 - (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - (h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and
 - (i) ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.
- (3) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- (4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- (5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

Formwork and support work

10. A contractor shall ensure that—

- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;
- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
- (h) adequate precautionary measures are taken in order to—
 - (i) secure any deck panels against displacement; and

- (ii) prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;
- (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- (j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);
- (k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
- (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

Excavation work

11.(1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

(2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

(3) Every contractor who performs excavation work shall—

- (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- (b) not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where—
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- (ii) such an excavation is in stable material: Provided that—
 - (aa) permission being given in writing by the appointed competent person contemplated in subregulation (1) upon evaluation by him or her of the site conditions; and
 - (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in subregulation (1) and the professional engineer or technologist, as the case may be;
- (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by

the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;

- (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- (g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
- (h) cause every excavation, including all bracing and shoring, to be inspected—
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and
 - (v) after rain,by the competent person contemplated in subregulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;
- (i) cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be—
 - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;
- (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;
- (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and
- (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

Demolition work

12.(1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.

(2) A contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.

(3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in subregulation (2), in order to avoid any premature collapses.

(4) Every contractor who performs demolition work shall—

- (a) with regard to a structure being demolished, take steps to ensure that—

- (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
 - (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
 - (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- (b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
 - (c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
 - (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
 - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
 - (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
 - (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
 - (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- (5) A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- (6) Waste and debris shall not be disposed from a high place by a chute unless the chute—
- (a) is adequately constructed and rigidly fastened;
 - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
 - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
 - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
 - (e) is discharged into a container or an enclosed area surrounded by barriers.
- (7) A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.
- (8) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- (9) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.
- (10) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002 , as amended.
- (11) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.
- (12) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and

disposed of from the site in accordance with the applicable legislation.

Tunnelling

13.(1) Any contractor performing tunneling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.

(2) Notwithstanding the provisions of subregulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

Scaffolding

14.(1) Every contractor using access scaffolding, shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

(2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

Suspended platforms

15.(1) A contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

(2) No contractor shall use or permit the use of a suspended platform, unless—

- (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- (b) in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- (c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the—
 - (i) competent person who has been appointed for supervision;
 - (ii) competency of erectors, operators and inspectors;
 - (iii) operational design calculations which should comply with the requirements of the system design certificate;
 - (iv) performance test results;
 - (v) sketches indicating the completed system with the operational loading capacity of the platform;
 - (vi) procedures for and records of inspections having been carried out; and
 - (vii) procedures for and records of maintenance work having been carried out:

Provided that subregulation (2) shall only become applicable six months from the date of promulgation of these regulations.

(3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.

(4) A contractor need not re-submit a copy of the certificate of system design contemplated in subregulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.

(5) A contractor shall ensure that the outriggers of each suspended platform—

- (a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and
 - (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
- (6) The contractor shall ensure that—
- (a) the parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
 - (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
 - (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
 - (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
 - (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
 - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
 - (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (7) A contractor shall ensure that the suspended platform—
- (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
 - (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
 - (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.
- (8) A contractor shall cause—
- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
 - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
 - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;
 - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly;
- (9) Notwithstanding the provisions of subregulation (8), the contractor shall cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with

the manufacturer's specification by the competent person contemplated in subregulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

(10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of subregulation (1), or the suspended platform inspector mentioned in subregulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether—

- (a) all connection bolts are secure;
- (b) all safety devices are functioning;
- (c) all safety devices are not tampered with or vandalised;
- (d) the maximum mass load of the platform is not exceeded;
- (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
- (f) there are no visible signs of damage to the equipment; and
- (g) all reported operating problems have been attended to.

(11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.

(12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are—

- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;**
- (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least—**
 - (i) how to access and egress the suspended platform safely;**
 - (ii) how to correctly operate the controls and safety devices of the equipment;**
 - (iii) information on the dangers related to the misuse of safety devices; and**
 - (iv) information on the procedures to be followed in the case of—
 - (aa) an emergency;**
 - (bb) the malfunctioning of equipment;**
 - (cc) the discovery of a suspected defect in the equipment; and**
 - (v) instructions on the proper use of safety harnesses.**

(13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.

(14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

Boatswain's chairs

16.(1) A contractor shall ensure that every boatswain's chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling therefrom.

(2) The contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.

Material hoists

17.(1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.

(2) A contractor shall cause the tower of every material hoist to be—

- (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for overtravel;
- (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- (c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.

(3) A contractor shall cause—

- (a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;
- (b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- (c) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.

(4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.

(5) A contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

(6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.

(7) No contractor shall require or permit any person to ride on a material hoist.

(8) A contractor shall cause every material hoist—

- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
- (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
- (c) inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.
- (d) to be properly maintained and that the maintenance records in this regard are kept on site.

(a)

Batch plants

18.(1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.

(2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

(3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—

- (a) placed in an easily accessible position; and
- (b) constructed in such a manner as to prevent accidental starting.

(4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

(5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in subregulation (1).

(6) A contractor shall ensure that all persons authorised to operate the batch plant are fully—

- (a) aware of all the dangers involved in the operation thereof; and
- (b) conversant with the precautionary measures to be taken in the interest of health and safety.

(7) No person supervising or operating a batch plant shall authorise any other person to operate the plant, unless such person is competent to operate such machinery.

(8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No.R.1031 dated 30 May 1986, as amended, are adhered to when entering any silo.

(9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.

(10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No.R.295 dated 26 February 1988, as amended;

(11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No.R. 2920 dated 23 October 1992, as amended.

Explosive powered tools

19.(1) No contractor shall use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

Provided that the provisions of this subregulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

(2) A contractor shall ensure that—

- (a) only cartridges suited for the explosive powered tool and the work to be performed are used;
- (b) the explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed;
- (c) that the safety devices are in proper working order prior to use;
- (d) when not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorised persons;
- (e) the explosive powered tool is not stored in a loaded condition;
- (f) a warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
- (g) the issuing and collection of cartridges and nails or studs is—
 - (i) controlled and done in writing by a person having been appointed in writing; and
 - (ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;

(3) No contractor shall permit or require any person to use an explosive powered tool unless such person has

been—

- (a) provided with and uses suitable protective equipment; and
- (b) trained in the operation, maintenance and use of such a tool.

Cranes

20. Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988, as amended, a contractor shall ensure that where tower cranes are used—

- (a) account is taken of the effects of wind forces on the structure;
- (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- (d) the tower cranes are erected at a safe distance from excavations;
- (e) there is sufficient clear space available for erection, operation and dismantling;
- (f) the tower crane operators are competent to carry out the work safely; and
- (g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

Construction vehicles and mobile plant

21.(1) A contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) have safe and suitable means of access;
- (f) are properly organised and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (i) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and
- (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

(2) A Contractor shall furthermore ensure that—

- (a) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

- (b) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (h) tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

Electrical installations and machinery on construction sites

22.Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No.R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

Use and temporary storage of flammable liquids on construction sites

23.Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
- (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

Water environments

24.(1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—

- (a) preventing workers from falling into water; and
- (b) the rescuing of workers in danger of drowning.

(2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

Housekeeping on construction sites

25. Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R 2281 dated 16 October 1987, as amended, a contractor shall ensure that—

- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the—
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and
- (d) construction sites in built-up areas, adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

Stacking and storage on construction sites

26. Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

Fire precautions on construction sites

27. Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R.2281 of 16 October 1987, as amended, every contractor shall ensure that—

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all—
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for, and
 - (iii) plant and processes to be shut down; and

(m) a siren is installed and sounded in the event of a fire.

Construction welfare facilities

28.(1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No.R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:—

(a) at least one shower facility for every 15 workers;

(b) at least one sanitary facility for every 30 workers;

(c) changing facilities for each sex; and

(d) sheltered eating areas.

(2) A contractor shall provide reasonable and suitable living accommodation for the workers at

construction sites which are remote from their homes and where adequate transportation between the site

and their homes, or other suitable living accommodation, is not available.

Approved inspection authorities

29.(1) The Chief Inspector may approve as an Inspection Authority any organisation that has been accredited in terms of the provision of the Act and these regulations.

(2) The Chief Inspector may at any time withdraw any approval of an approved inspection authority, subject to section 35 of the Act.

Offences and penalties

30. Any person who contravenes or fails to comply with any of the provisions of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, shall be guilty of an offence and liable upon conviction to a fine or to imprisonment for a maximum of 12 months and, in the case of a continuous offence, to an additional fine of R200 for each day on which the offence continues or additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment shall not exceed 90 days.

Repeal of regulations

31. The following regulations are herewith repealed:

(a) Regulations 11, 12, 13, 13C, 13D, 13E, 13F and 13G of the, General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986;

(b) Regulations 19 and 20 of the, Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988; and

(c) Regulations 14 of the, General Administrative Regulations promulgated by Government Notice No.R.1449 of 6 September 1996.

Short title

32. These regulations shall be known as the Construction Regulations, 2003.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM B

Occupational Health and Safety Specification

NKOMAZI LOCAL MUNICIPALITY

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

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ADDENDUMS:

A) Pro-Forma Agreement In Terms Of Occupational Health And Safety Act 1993

B) Notification of Construction Work

1. SCOPE

This specification details the health and safety requirement associated with the Works.

2. INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as: Any work in connection with: -

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

3. GENERAL

3.1 Employer

3.1.1 The Employer will appoint the Contractor in writing for the execution of the works.

3.1.2 The Employer will take reasonable steps to ensure that the Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

3.1.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works :

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

3.2 Contractor

- 3.2.1 The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. ADDENDUM B of this Specification contains a “Notification of Construction Work” form. The Contractor shall submit the notification in writing prior to commencement of work.
- 3.2.2 The Contractor shall ensure that he is fully conversant with the requirements of this Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this contract continue to be a legal requirement of the Contractor.
- 3.2.3 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works.
- 3.2.4 The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- 3.2.5 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- 3.2.6 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.
- 3.2.7 The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.
- 3.2.8 The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.

- 3.2.9 The Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Contractor.

4. GENERAL REQUIREMENTS

4.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent construction safety officer (CSO) who shall be acceptable to the representative / agent to represent and act for the Contractor. The Contractor shall inform the representative / agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor's CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

4.2 Log Books

The Contractor shall keep the following log books and shall make them available to the Representative/Agent on request:

- 4.2.1 A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.
- 4.2.2 A record of the weekly inspection of first aid boxes.
- 4.2.3 A record of the weekly inspections of ladders
- 4.2.4 A record of the weekly inspections of fire-fighting equipment.
- 4.2.5 A record of the monthly inspections of welding machines.
- 4.2.6 A record of the monthly inspections of oxy-acetylene equipment.
- 4.2.7 A record of the weekly inspections of scaffolding structures.
- 4.2.8 A record of the monthly inspections of builder's hoists.
- 4.2.9 A record of the monthly inspections of mobile and tower cranes.
- 4.2.10 A record of the monthly inspections of lifting gear.
- 4.2.11 A record of the inspections of electrical equipment.
- 4.2.13 A record of the weekly inspections of plant for gauging and mixing of materials for concrete.

4.3 First Aid

4.3.1 Safety Notice Board

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the nearest first aid station, ambulance, doctor and telephone numbers of the CSO and other relevant persons can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600mm x 800mm.

4.3.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

4.3.3 Reporting of incidents and / or injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's Safety Officer or Site Representative to the Representative / agent by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/ agent within twenty four (24) hours of the occurrence of the incident.

The representative/ agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative / agent with full facilities for carrying out such enquiries.

4.4 Risk Assessment and Safety Policy

Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and this shall form part of the health and safety plan.

A copy of the risk assessment shall be available on site at all times for inspection.

The Contractor shall at all times carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property. The Contractor shall continually inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

4.5 Danger Areas

All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized persons entering the danger area.

4.6 Hazard Notices

The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

4.7 Personal Protective Clothing

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

4.7.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The representative/ agent shall have the right to ban certain colours if they are similar to the employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

4.7.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxyacetylene equipment or similar activities are taking place.

4.7.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

4.7.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

4.7.5 Gloves

All employees of the Contractor's shall wear suitable protective gloves in areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

4.7.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

4.8 Road Traffic Ordinance / Transportation Act

4.8.1 The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

4.8.2 The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol or drugs.

4.8.3 All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

4.9 Overhead Power lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the Contractor at all times.

4.10 Machine Guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

4.11 Concrete Mixing Equipment

No Contractor shall use or cause to be used any plant for the storage, gauging and mixing of materials for concrete unless:

- a) The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.

- b) The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.
- c) The Contractor shall appoint operators skilled in the operation of the plant.
- d) On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Representative/Agent on request.

4.12 Ladders

4.12.1 Every ladder shall be:

- a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders)
- b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

4.12.2 Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

4.12.3 All ladders shall be inspected weekly and a log shall be kept of the inspections.

4.13 Scaffold Framework

4.13.1 Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

4.13.2 No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

5. SPECIAL REQUIREMENTS

5.1 Excavation/Shoring

5.1.1 The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

5.1.2 The face of an excavation shall not be undercut.

5.1.3 All excavations, irrespective of depth, shall be adequately screened off with barrier tape or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2 m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

5.1.4 No construction materials shall be allowed to fall into an excavation. A safe and tidy approach shall be maintained around all excavations.

5.1.5 Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Representative/Agent before excavation work continues.

5.2 Formwork and Support Work

The Contractor shall ensure that:

- a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.
- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- c) the foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable;
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after, the placement of concrete of any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on the site of the Works; and
- e) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads, and not removed until authorization has been given by the competent person contemplated in sub-paragraph (a).

5.3 Prevention of Uncontrolled Collapse

The Contractor shall ensure that -:

- a) All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

5.4 Safe Working Loads

The Contractor shall ensure that:-

- a) the safe working loads of hoists, load- bearing beams and cranes are prominently displayed at all times,

- b) the safe working loads are not exceeded under any circumstances,
- c) all lifting gear is marked with a unique identity number and recorded in a register.

5.5 Electrical Equipment and Procedures Used by the Contractor

- 5.5.1 All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Representative/agent. A record of the inspections shall be kept and shall be made available to the Representative/agent on request.
- 5.5.2 The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.
- 5.5.3 All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

5.6 Commissioning Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

5.7 Toxic Materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

5.8 Hazardous Chemicals and Materials

- a) The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the fire fighting equipment, safety showers/ baths and other washing facilities, prior to the commencement of work.

5.9 Indemnity of Employer and his Agents

- a) The ADDENDUM to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No,85 of 1993 which agreement shall be entire into and

duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor's health and safety plan.

- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the representative /agent including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliance.

ADDENDUM “A”

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)