



CONSTITUTIONHILL

CONSTITUTIONHILL DEVELOPMENT COMPANY SOC LTD

INVITATION FOR AN OPEN TENDER TO PROVIDE CONSTRUCTION SERVICES WE THE PEOPLE PARK AT CONSTITUTION HILL.

BID NUMBER: CONHILL/02/FAC-PARK/2020

DATE ISSUED: 05 March 2021
CLOSING DATE: 09 April 2021
CLOSING TIME: 14:00pm

COMPULSORY BRIEFING

BRIEFING DATE: 10 March 2021
TIME: 11am
**VENUE: Constitution Hill
 Women's Jail
 Conference Room 2
 11 Kotze Street
 Braamfontein, 2017**

BID VALIDITY PERIOD: 90 DAYS

Bidder's details	
Company name:	
Company registration no:	
CSD registration no:	
Contact person:	
Tel number:	
Cell number:	
Email address:	

BID SUBMISSION REQUIREMENTS: Technical & Financial (3 copies: 1 original and 2 copies)

Stage	Submission Document	Method of Evaluation	Criteria
Stage 1	ENVELOPE 1	Administrative Compliance & Price & BBBEE	All mandatory documents signed and submitted. 80/20 rule will apply
Stage 2	ENVELOPE 1	Functionality – Technical Evaluation Criteria	Minimum score of 70 points
Stage 3	ENVELOPE 2	Financial – Price	

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:
Constitution Hill
Human Rights Conference Room, Old-Fort Building, 11 Kotze Street, Braamfontein
Johannesburg,
SCM Offices**

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C4 | Site Information

PART T1: TENDERING PROCEDURES

T1.1: Tender Notice and Invitation to Tender

Tender for the appointment of a

Tender No.

Constitution Hill Development Company (CONHILL) invites tenders for the Contractor to carry **Construction of Constitution Hill Peoples Park in Braamfontein**. The tender will be evaluated in terms of the 80:20 preferential points system in accordance with the Preferential Procurement Policy Framework Act No. 5 of 2000 (as amended) and also the PPPFA Regulations 2017 that became effective on the 1st April 2017.

Bidders should have a CIDB contractor grading of 5CE. The following prequalification criteria apply: -

- the tenderer must have minimum B-BBEE status level of contributor of Level 3;
- the tenderer must subcontract a minimum of 30% to either, or a combination of:-
 - an EME or QSE which is at least 51% owned by black people who are youth;
 - an EME or QSE which is at least 51% owned by black people who are women;
 - an EME or QSE which is at least 51% owned by black people with disabilities;
 - an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- A tender that fails to meet any pre-qualifying criteria stipulated above is an unacceptable tender.

The bid documents are to be downloaded online for free on:

www.conhill.org.za

www.ggda.co.za

etenders.gov.za

www.cidb.org.za

Supply Chain Management and Technical enquiries relating to the issuing of these documents may be addressed to Ms. Ayanda Nhlapho at ayanda@conhill.org.za or tenders@conhill.org.za

The **compulsory** site meeting/briefing is to be attended by a technical person as the clarification meeting will further elaborate on the tender requirements and scope of works

Only one person may be authorised to sign on behalf of each company or tenderer.

The tender will close at 14:00pm on **09 April 2021**, at Constitution Hill Development Company Offices, Tender Box by Human Rights Conference Room, Old-Fort Building, Constitution Hill
11 Kotze Street
Braamfontein
2017

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued by electronic means. The retyping of the tender document is not permitted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 TENDER DATA

The conditions of Tender are the **Standard Conditions of Tender** as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the **Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015**. The under mentioned items of data and deviations will have precedence over the Standard Conditions of Tender conditions in Annexure F.

A tender that fails to meet any of the conditions of the standard for uniformity will render the submission to is an unacceptable tender.

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

Clause number	Data
F.1.1 ACTIONS	Employer is: Constitution Hill Development Company 124 Main Street, Marshalltown, Johannesburg, 2001
F.1.2 TENDER DOCUMENTS	The Tender documents issued by the Employer comprise: THE TENDER Part T1 Tendering procedures Part T1.1 Tender notice and invitation to Tender Part T1.2 Tender data Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules THE CONTRACT Form T Local Content Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement compliance with Construction Regulations Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3 Scope of Works C3.1 Scope of Works C3.2 Drawings Part C4 Site Information C4.1 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Outer Space Landscape Architects Name : Mr Alan Cooper Address : PO Box 2003, Fourways, 2055
	Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work.

Clause number	Data
	<p>Joint Ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner rule will also apply, and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work.
F.2.1	<p>Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners must be filled in below:</p> <p>NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>All contractors, even tendering in JV, must be registered with CIDB. The lead Partner must have Category 5CE or HIGHER Contractor</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
F.2.7 CLARIFICATION MEETING	<p>Attendance of the Compulsory Site Clarification meeting and submission of the signed Form K as stipulated.</p> <p>The arrangements for a compulsory site briefing are: Constitution Hill, Women's Jail, Conference Room 2, 11 Kotze Street, Braamfontein, 2017 at</p> <p>Date: 10 March 2021, 11:00am</p>
F.2.10	Form of Offer must be completed and signed by duly authorised person.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>In the event of mistakes having been made on Form of Offer it must be crossed out in ink and be accompanied by an initial at each and every price alteration.</p>
F.2.12 ALTERNATIVE TENDER OFFERS	Alternative Tender Offers will not be entertained.

Clause number	Data
F.2.13.3 SUBMITTING A TENDER OFFER	Submit the tender offer communicated electronically as an original plus A copy of the Tender document will also be required (One Original and One Copy are to be submitted by the Tenderers). The parts communicated electronically to remain in the same format as they were issued by the employer.
F.2.13.4	Authority of Signatory to sign the Form of Offer and where required in tender document (See Form D).
F.2.13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: Location of Tender box: Human Rights Conference Room SCM Offices, Old-Fort Building Physical address : 11 Kotze Street, Braamfontein Identification details: Contract Number: CONHILL/02/FAC-PARK/2020 Description of project: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF CONSTITUTION HILL PEOPLES PARK
F.2.15 CLOSING TIME	The closing time for submission of Tender offers is: 09 April 2021, 14:00pm Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will NOT be accepted.
F.2.16 TENDER OFFER VALIDITY	The Tender offer validity period is 90 days .
F.2.18 PROVIDE OTHER MATERIAL	Not Applicable.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	To be Advised before the award (if necessary).
F.2.23 CERTIFICATES	As per the Tender Returnable Schedules and Document (ENVELOPE 1)
F.2.28	Bidders must ensure compliance with their tax obligations. 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. Application for tax compliance status (TCS) 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 . Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
F.3.4 OPENING OF TENDER SUBMISSIONS	The time and location for opening of the tender offers: Since the Two Envelope System will be used, the Tenders will not be opened in Public, except making known the names of companies that submitted the tender offers. Location for Announcement of the companies that submitted the Tenders: To be uploaded onto the CONHILL website: www.constitutionhill.org.za or www.conhill.org.za

Clause number	Data
<p>F.3.5 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will be followed, tenders will be opened at 14:30pm in the Human Rights Conference Room in the Old-Fort Building, 11 Kotze Street Braamfontein</p> <p><u>ENVELOPE 1: TECHNICAL OFFER</u></p> <p>THE TENDER</p> <p>Part T1 Tendering procedures Part T1.1 Tender notice and invitation to Tender Part T1.2 Tender data</p> <p>Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p><u>ENVELOPE 2: FINANCIAL OFFER</u></p> <p>THE CONTRACT</p> <p>Form A Subcontracting Percentage Form T Local Content</p> <p>Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement compliance with Construction Regulations</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity</p> <p>Part C3 Scope of Works C3 Scope of Works</p> <p>Part C4 Site Information C4 Site Information</p>
<p>F.3.9 3.9.2 ARITHMETICAL ERRORS</p>	<p>The employer will correct the arithmetical errors in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p>

Clause number	Data
	<p>c) 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.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner above</p>
<p>F.3.11 EVALUATION OF TENDER OFFERS</p>	<p>The preference procedure for evaluation of responsive Tender offers shall be the 80/20 point preference system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2017 (As Amended).</p> <p>The procedure for the evaluation of responsive tenders will be Method 2 (Functionality, Price and Preferences).</p> <p>The evaluation of the tender shall be conducted in Five Stages:</p> <ul style="list-style-type: none"> ✓ Stage 1: <i>Administrative / Statutory Compliance / Responsiveness Assessment</i> ✓ Stage 2: <i>Functionality / Quality Evaluation (threshold)</i> ✓ Stage 3 <i>Financial Offer Evaluation (Formula) and B-BBEE Rating Status Evaluation (80:20).</i> <p>Stage 1: Administrative / Statutory Compliance / Responsiveness Assessment BIDDERS WILL BE DISQUALIFIED FOR:</p> <ul style="list-style-type: none"> • Failure to complete and sign the offer page; • Failure to complete and submit a priced bill of quantities in full; • Failure to be registered and active with CIDB on the relevant grading (Minimum 5CE or higher); • Failure to attend the compulsory site briefing session; • Failure to complete all SBD forms (SBD1, 3, 4, 6.1, 6.2, 8, 9) • Completing tender document in pencil; • Use of Correction Fluid in the Tender Document is not permitted • Registration on Central Supplier Database (CSD) with Active Status • Retyping of the Tender Document <p>Stage 2: Functionality / Quality Evaluation</p> <ul style="list-style-type: none"> ➤ The evaluation for functionality / quality will only be based on the information submitted by the tenderers. Please note that no preferences may be granted to incomplete claims for preferences. ➤ Score quality / functionality, rejecting all tender offers that fail to score the minimum number of 70 points for quality / functionality stated in the Tender Data (If Any);

EVALUATION CRITERIA			
Clause number	Data		
	Functionality / Quality Criteria	W	Total Points
	<p>Experience of the Tendering Entity as detailed on Form J</p> <p>➤ Value of similar Civil Work at or above 5CE (R6M) work carried out by the tendering entity on Final completion in the last 5 years</p> <ul style="list-style-type: none"> ○ 5 x Signed Final Completion Certificates (5 points) ○ 4 x Signed Final Completion Certificates (4 points) ○ 3 x Signed Final Completion Certificates (3 points) ○ 2 x Signed Final Completion Certificates (2 points) ○ 1 x Signed Final Completion Certificate (1 points) ○ No Signed Final Completion Certificates (0 Points) 	5	
	<p>Reference by way of completion of Form R issued by previous / current clients of the tendering entity for work done in the last 5 years</p> <ul style="list-style-type: none"> ○ 5 x Reference Forms from Previous / Current Clients (5 points) ○ 4 x Reference Forms from Previous / Current Clients (4 points) ○ 3 x Reference Forms from Previous / Current Clients (3 points) ○ 2 x Reference Forms from Previous / Current Clients (2 points) ○ 1 x Reference Forms from Previous / Current Clients (1 points) ○ No Reference Forms (0 Points) 	5	
	<p>Expertise of the Key Personnel of the Tendering Entity to be supported by CVs signed by the relevant person and dated and copies of relevant qualifications and professional registration to be submitted with the bid. Qualifications and professional registration documents to be dated and certified by a commissioner of oaths within 3 months of the date of submission of the bid.</p> <p>➤ Experience of the Contract Manager – Number of years on similar Civil Works of 5CE or higher similar size of projects:</p> <ul style="list-style-type: none"> ○ Above 7 Years (5 Points) ○ Above 5 to 7 Years (4 Points) ○ Above 3 to 5 Years (3 Points) ○ Above 2 to 3 Years (2 Points) ○ 1 to 2 Years (1 Points) ○ Below 1 Year (0 Points) 	5	

Clause number	Data		
	<p>➤ Experience of the Construction Manager Site Agent – Number of years on similar Civil Works of 5CE (R6M) or higher similar size of projects:</p> <ul style="list-style-type: none"> ○ Above 7 Years (5 Points) ○ Above 5 to 7 Years (4 Points) ○ Above 3 to 5 Years (3 Points) ○ Above 2 to 3 Years (2 Points) ○ Above 1 to 2 Year (1 Points) ○ Below 1 Year (0 Points) 	5	
	<p>➤ Experience of the OHS Manager – Number of years on similar Civil Works of 5CE (R6M) or higher similar size of projects:</p> <ul style="list-style-type: none"> ○ Above 7 Years (5 Points) ○ Above 5 to 7 Years (4 Points) ○ Above 3 to 5 Years (3 Points) ○ Above 2 to 3 Years (2 Points) ○ Above 1 to 2 Year (1 Points) ○ Below 1 Year (0 Points) 	5	
	<p>➤ Experience of the Quantity Surveyor – Number of years on similar Civil Works of 5CE or higher similar size of projects:</p> <ul style="list-style-type: none"> ○ Above 7 Years (5 Points) ○ Above 5 to 7 Years (4 Points) ○ Above 3 to 5 Years (3 Points) ○ Above 2 to 3 Years (2 Points) ○ Above 1 to 2 Year (1 Points) ○ Below 1 Year (0 Points) 	5	
	<p>➤ Experience of the General Foreman – Number of years on similar Civil Works of 5CE or higher similar size of projects:</p> <ul style="list-style-type: none"> ○ Above 7 Years (5 Points) ○ Above 5 to 7 Years (4 Points) ○ Above 3 to 5 Years (3 Points) ○ Above 2 to 3 Years (2 Points) ○ Above 1 to 2 Year (1 Points) ○ Below 1 Year (0 Points) 	5	

Clause number	Data			
	<p>Individual value of projects handled by the Key Personnel on a Civil Works project of 5CE or higher nature:</p> <p>Contracts Manager:-</p> <ul style="list-style-type: none"> ○ Above R15 million (5.0 Points) ○ Above R10 million to R15 million (4.0 Points) ○ Above R8 million to R9 million (3.0 Points) ○ Above R6 million to R7 million (2.0 Points) ○ Above R4 million to R6 million (1.0 Points) ○ Below R4 million (0.0 Points) 	5		
	<p>Construction Manager Site Agent:-</p> <ul style="list-style-type: none"> ○ Above R15 million (5.0 Points) ○ Above R10 million to R15 million (4.0 Points) ○ Above R8 million to R9 million (3.0 Points) ○ Above R6 million to R7 million (2.0 Points) ○ Above R4 million to R6 million (1.0 Points) ○ Below R4 million (0.0 Points) 	5		
	<p>OHS Manager:-</p> <ul style="list-style-type: none"> ○ Above R15 million (5.0 Points) ○ Above R10 million to R15 million (4.0 Points) ○ Above R8 million to R10 million (3.0 Points) ○ Above R6 million to R8 million (2.0 Points) ○ Above R4 million to R6 million (1.0 Points) ○ Below R4 million (0.0 Points) 	5		
	<p>Quantity Surveyor:-</p> <ul style="list-style-type: none"> ○ Above R15 million (5.0 Points) ○ Above R10 million to R15 million (4.0 Points) ○ Above R8 million to R10 million (3.0 Points) ○ Above R6 million to R8 million (2.0 Points) ○ Above R4 million to R6 million (1.0 Points) ○ Below R4 million (0.0 Points) 	5		
	<p>General Foreman:-</p> <ul style="list-style-type: none"> ○ Above R15 million (5.0 Points) ○ Above R10 million to R15 million (4.0 Points) ○ Above R8 million to R10 million (3.0 Points) ○ Above R6 million to R8 million (2.0 Points) ○ Above R4 million to R6 million (1.0 Points) ○ Below R4 million (0.0 Points) 	5		

Clause number	Data		
	<p>Capacity of the Tendering Entity (Refer to FORM I)</p> <p>➤ Plant and Equipment</p> <ul style="list-style-type: none"> ○ Has all listed required equipment (10 points) ○ Intends Leasing some of the required Equipment (7 points) ○ Intends Leasing all the required Equipment (4 points) ○ Does not have any of the required equipment (0 points) <p>Bidders must provide Proof of Ownership or Letter of Intent from Plant Hire company to lease the equipment</p>	10	
	<p>Execution Plan / Methodology by the Tendering Entity</p> <p>➤ Methodology</p> <ul style="list-style-type: none"> ○ Bulk earthworks (2.0 point) ○ Concrete works (2.0 point) ○ Retaining walls (2.0 points) ○ Engineering Services (1.0 points) ○ Landscaping & irrigation (2.0 points) ○ Electrical installation (1.0 point) <p>➤ Programme of Work</p> <ul style="list-style-type: none"> ○ Task List Shows full Scope of Works (2.0 point) ○ Duration for each task (2.0 point) ○ Linkage between tasks and sequencing thereof (2.0 point) <p>➤ Quality Control</p> <ul style="list-style-type: none"> ○ Quality control practices and procedures must include all of the following: Quality Management System, Health and Safety Plan and an Environmental Management Plan. (4.0 Points) 	10 6 5	

Clause number	Data								
	<p><u>Evaluation of the B-BBEE Status Rating</u></p> <p>✓ Score the tender evaluation points for B-BBEE Status level of Contributor in accordance with the rating reflected in the submitted B-BBEE Rating Certificate.</p> <table border="1" data-bbox="580 465 1273 689"> <thead> <tr> <th data-bbox="580 465 970 589">B-BBEE Status Level of Contributor</th> <th data-bbox="970 465 1273 589">Number of Points (80/20)</th> </tr> </thead> <tbody> <tr> <td data-bbox="580 589 970 622">1</td> <td data-bbox="970 589 1273 622">20</td> </tr> <tr> <td data-bbox="580 622 970 656">2</td> <td data-bbox="970 622 1273 656">18</td> </tr> <tr> <td data-bbox="580 656 970 689">3</td> <td data-bbox="970 656 1273 689">14</td> </tr> </tbody> </table> <p>✓ Add the total tender evaluation points for Price and B-BBEE Status;</p> <p>✓ Rank tender offers from the highest number of tender evaluation points to the lowest; and recommend the tenderer with the highest number of tender evaluation points for the award of the contract.</p>	B-BBEE Status Level of Contributor	Number of Points (80/20)	1	20	2	18	3	14
B-BBEE Status Level of Contributor	Number of Points (80/20)								
1	20								
2	18								
3	14								
<p>F.3.13.1 ACCEPTANCE OF TENDER OFFER</p>	<p>Tenders containing any one or more of the errors or omissions, or Tenders not having complied with any one of the peremptory Tender conditions as detailed in this Tender document, shall not be considered and shall automatically be rejected.</p>								
<p>F.3.18 PROVIDE COPIES OF THE CONTRACTS</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is ONE.</p>								
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS TENDER</p>	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1 The Employer/Engineer may also request that the Tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3 The Tender document shall be submitted as a whole and shall not be taken apart. 4 List of returnable documents (PART T2) must be completed in full (A Tenderer's company profile will not be used by the Constitution Hill Development Company to complete PART T2 on behalf of the Tenderer) NB: If PART T2 is not completed in full by the Tenderer, this offer will be rejected. 								

PART T2: RETURNABLE DOCUMENTS

SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE CONSTITUTION HILL DEVELOPMENT COMPANY WILL NOT CONSIDER THIS TENDER.

SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017(SBD 6.1)

SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY

SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER

SECTION T2.2.6: FORM F: DECLARATION OF INTEREST (SBD 4)

SECTION T2.2.7: FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

SECTION T2.2.8: FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)

SECTION T2.2.9: FORM I: SCHEDULE OF PLANT AND EQUIPMENT

SECTION T2.2.10: FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

SECTION T2.2.11: FORM K: CERTIFICATE OF TENDERER'S COMPULSORY SITE CLARIFICATION MEETING ATTENDANCE

SECTION T2.2.12: FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

SECTION T2.2.13: FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

SECTION T2.2.14: FORM N: CSD SUPPLIER NUMBER & TAX COMPLIANCE PIN

SECTION T2.2.15: FORM O: PRELIMINARY PROGRAMME

SECTION T2.2.16: FORM P: ESTIMATED MONTHLY EXPENDITURE

SECTION T2.2.17: FORM Q: ALTERATIONS BY TENDERER

SECTION T2.2.18: FORM R: TENDERERS PERFORMANCE EVALUATION FORM

SECTION T2.2.19: FORM S: COMPULSORY ENTERPRISE QUESTIONNAIRE

SECTION T2.2.20: FORM T: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

RETURNABLE SCHEDULES

FORM A: SUBCONTRACTING PERCENTAGE

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

ITEM #	PROJECT CODE/REF	COMMODITY	QUERY #

Note: ***Tenderer to provide a signed copy of the fully completed JBCC Subcontract agreement (Ed 6.1) between both parties***

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

.....
Signature

.....
Date

.....
Name of Bidder

.....
Position of Signatory

COMPANY STAMP

FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NON COMPLIANT	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor. =(maximum of 20 points)

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

7. SUB-CONTRACTING

7.1 Refer to Form A

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/ firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

WITNESSES

1.

2.

FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

FORM D: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATEMENTARY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000*, *MR A.F JONES* has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)
 IN HIS CAPACITY AS: Managing Director
 DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of *A.F Jones*)

As witnesses:

1.
 2.

Signature of person authorised to sign the tender:

Date:

FORM E: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.
(Make an X in the appropriate space below)

Company One-	Closed Corporation	Partnership
man concern	Joint Venture	

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

2.2 If the tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes / No Registration no.:

Signature of person authorised to sign the tender:

Date:

FORM F: DECLARATION OF INTEREST (SBD 4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudging authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder Yes / No
Presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

¹ "State" means –
(a) 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);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

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

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? Yes / No

2.7.2.1 If yes, did you attached proof of such authority to the bid document? Yes / No

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? Yes / No

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? Yes / No

2.9.1 If so, furnish particulars:
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between Yes / No

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars:

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

Yes / No

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4. Declaration

I, the undersigned (Name

certify that the information furnished in paragraphs 2 and 3 above is correct.

- I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

.....
 Signature

.....
 Date

.....
 Name of Bidder

.....
 Position of Bidder

FORM G: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

1. This Standard Bidding Document must form part of all tenders invited.
2. It serves as a declaration to be used by institutions 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 tender of any tenderer will be rejected if that tenderer, or any of its directors have:
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:**

Item	Question	Yes	No
4.1	Is the bidder any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and the Department entity or any other organ of state terminated during the past five years on account of failure to perform on or to comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name)
certify that the information furnished on this declaration form to be 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

.....
Name of Bidder

.....
Position of Bidder

FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

1. This Standard Bidding Document (SBD) 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD 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 (SBD 9) must be completed and submitted with the bid:

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 Institution)

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;

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- (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

.....
Name of Bidder

.....
Position of Signatory

FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall list 5No. of relevant Civil Works Projects in the spaces provided below completed in the last five years.

**THE BIDDER MUST ATTACH A FINAL COMPLETION CERTIFICATE AND SIGNED FINAL ACCOUNT STATEMENT OF COMPLETION.
THE CONTRACTS LISTED BELOW WILL BE THE ONES USED IN SCORING FOR TECHNICAL EVALUATION AS DETAILED ON PAGE 10.**

THE CONTACT PERSON PROVIDED BELOW MUST BE THE SAME CONTACT PERSON REFERENCED IN FORM R

Employer (Company Name, Tel No)	Project Name and Employer Number	Project Manager Principal Agent (Name, Tel No & Email)	Nature of Work Example roads, parks, public environment upgrades, etc	Final Account Amount	Date of Practical Completion

Signature of person authorised to sign the tender:

Date:

**FORM K: CERTIFICATE OF TENDERER'S COMPULSORY SITE
CLARIFICATION MEETING ATTENDANCE**

This is to certify that I,.....ID No.....

Representative of (Tenderer's Name as it will appear on the Form of Offer).....

Of (address)

.....

Attended the meeting and subsequently visited the site of the works in the company of the Employer and the Principal Agent on theday of.....202.....

Signature (Tenderer's Representative)

DETAILS OF TENDERER'S CONTACT PERSON TO BE USED FOR COMMUNICATION OF THIS TENDER

Name of contact person:.....

Title of contact person:.....

Email of contact person (IN CAPITAL LETTERS):.....

.....

Name:Signature (Principal Agent)

Name:.....Signature (Employer's Project Manager)

FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach CV's and certified copy of qualification of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

1. Position	Contracts Manager
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Contracts Manager	
<p>List of relevant Civil Works projects worked on as a Contracts Manager in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named resource:	

2. Position	Construction Manager Site Agent
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Construction Manager Site Agent	
<p>List of relevant Civil Works projects worked on as a Construction Manager Site Agent in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named resource:	

3. Position	OHS Manager
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a OHS Manager	
<p>List of relevant Civil Works projects worked on as an OHS Manager in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named Resource:	

4. Position	Quantity Surveyor
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Quantity Surveyor	
<p>List of relevant Civil Works projects worked on as a Quantity Surveyor in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named Resource:	

5. Position	General Foreman
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a General Foreman	
<p>List of relevant Civil Works projects worked on as a General Foreman in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named Resource:	

FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

- 1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes / No

- 2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile).
_____ Yes / No

- 3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees?
_____ Yes / No

- 4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?
_____ Yes / No

- 5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?
_____ Yes / No

- 6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?
If yes, please explain his duties and provide a copy of his CV.
_____ Yes / No

- 7. Does the Contractor have trained first aid employees? If yes, indicate, who.
_____ Yes / No

- 8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes / No

Signature of person authorised to sign the tender:

Date:

FORM N: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28. Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

Alternatively the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

JV Partner 1

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

JV Partner 2

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

FORM O: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme compiled in Microsoft Project or similar scheduling software reflecting the proposed sequence of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

The programme will show a Task List for the full Scope of Works, Start and Finish Date for each task, reasonable Duration for each task and Linkage between tasks and sequencing thereof.

The programme will be to a minimum of Level 3, printed in colour in Landscape Orientation on at least 3 No A3 pages and will show the "Predecessors" column.

The project start date is the Date of Site Possession (21st June 2021 and the Date of Practical Completion will be 10th December 2021; all as specified in the Contract Data.

This programme will be used to calculate the Technical Evaluation score.

FORM R: TENDERERS PERFORMANCE EVALUATION FORM

THE PROJECTS FOR WHICH REFERENCE IS SOUGHT MUST BE THE SAME ONES AS DETAILED ON FORM J

PROJECT REFERENCE FORM (1 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

PART A: TO BE COMPLETED BY THE TENDERING ENTITY

Company Name of Respondent			
Name of Completed Similar Project			
Name of Project Client			
Location of project (town, district municipality, province, country)			
Total Project Value		Project Start Date:	
Value of Work Under Your Appointment		Project Finish Date:	
Brief Description Of Work Done On This Project By Your Firm			
Disciplines Undertaken By Your Company			
Details of Client For Reference Purposes	Name:		
	Company Name:		
	Contact Details:		

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PART B: TO BE COMPLETED BY THE REFERENCE

FORM (1 of 5)

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name:	Referee Signature:
Designation:.....	Company / Client Stamp:
Date:	
Tel:	

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PROJECT REFERENCE FORM (2 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

PART A: TO BE COMPLETED BY THE TENDERING ENTITY

Company name of respondent			
Name of Completed similar project			
Name of Project Client			
Location of project (town, district municipality, province, country)			
Total Project Value		Project start date:	
Value of work under your appointment		Project finish date:	
Brief description of work done on this project by your firm			
Disciplines undertaken by your company			
Details of client for reference purposes	Name:		
	Company Name:		
	Contact Details:		

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PART B: TO BE COMPLETED BY THE REFERENCE

FORM (2 of 5)

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name:	Referee Signature:
Designation:	Company / Client Stamp:
Date:	
Tel:	

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PROJECT REFERENCE FORM (3 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

PART A: TO BE COMPLETED BY THE TENDERING ENTITY

Company name of respondent			
Name of Completed similar project			
Name of Project Client			
Location of project (town, district municipality, province, country)			
Total Project Value		Project start date:	
Value of work under your appointment		Project finish date:	
Brief description of work done on this project by your firm			
Disciplines undertaken by your company			
Details of client for reference purposes	Name:		
	Company Name:		
	Contact Details:		

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PART B: TO BE COMPLETED BY THE REFERENCE

FORM (3 of 5)

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name:	Referee Signature:
Designation:.....	Company / Client Stamp:
Date:	
Tel:	

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PROJECT REFERENCE FORM (4 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

PART A: TO BE COMPLETED BY THE TENDERING ENTITY

Company name of respondent			
Name of Completed similar project			
Name of Project Client			
Location of project (town, district municipality, province, country)			
Total Project Value		Project start date:	
Value of work under your appointment		Project finish date:	
Brief description of work done on this project by your firm			
Disciplines undertaken by your company			
Details of client for reference purposes	Name:		
	Company Name:		
	Contact Details:		

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PART B: TO BE COMPLETED BY THE REFERENCE

FORM (4 of 5)

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name:	Referee Signature:
Designation:.....	Company / Client Stamp:
Date:	
Tel:	

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PROJECT REFERENCE FORM (5 of 5)

The reference to please provide a score (0=poor, 5=Satisfactory, 7 = good, 10 = excellent, intermediate numbers may also be scored) and comment on the Contractor's performance on the listed project.

PART A: TO BE COMPLETED BY THE TENDERING ENTITY

Company name of respondent			
Name of Completed similar project			
Name of Project Client			
Location of project (town, district municipality, province, country)			
Total Project Value		Project start date:	
Value of work under your appointment		Project finish date:	
Brief description of work done on this project by your firm			
Disciplines undertaken by your company			
Details of client for reference purposes	Name:		
	Company Name:		
	Contact Details:		

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

PART B: TO BE COMPLETED BY THE REFERENCE

FORM (5 of 5)

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary.	YES / NO	
Please score and comment on the attributes listed below:	Score out of 10	Comment
Overall professional skills relevant to discipline		
Quality and completeness of documentation / drawings issued		
Compliance with programme for issuing of information		
Application of resources to project		
Site Inspections / administration		
Contractual acumen		
Willingness to work as a team with other contractors, consultants and client		
Provision of, and accuracy of As-Built and contract records		
Overall rating of contractor's performance		
Total core (sum of all scores)		

Referee Name:	Referee Signature:
Designation:.....	Company / Client Stamp:
Date:	
Tel:	

NOTE: FORM TO BE SIGNED BY PRINCIPAL AGENT OR THE CLIENT'S PROJECT MANAGER RESPONSIBLE FOR THE PROJECT.

FORM S: COMPULSARY ENTERPRISE QUESTIONNAIRE

Annex X
(normative)
Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: 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 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.

Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are 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;

Signed	Date	Enterprise Name
.....

Name	Position
.....

LOCAL CONTENT

**FORM T: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND
CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR
DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12h00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

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

SECTOR ITEMIZE

Description of services, works or goods	Stipulated minimum threshold
Joining/Connecting Components (gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets)	100%
Frames (doors and windows)	100%
Fasteners (bolts, nuts, rivets and nails)	100%
Wire Products (All fencing products-, mesh wire, wire strands,)	100%
Gutters, downpipes & launders (fabricated materials made from sheeting associated with roof drainage systems)	100%
Reinforced bars	100%
Low voltage power cables	90%
Low cost reticulation cables	90%
Ball Valves (spherical valves, rotary valves)	70%
Safety or Relief valves (pressure valve or vacuum valve)	70%
Taps, Cocks	70%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00am on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
------------------------------	---

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

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

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

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Example

SATS 1286.2011

Annex C
CASE STUDY ONE

Local Content Declaration - Summary Schedule

(C1) Tender No. GP 100010

(C2) Tender description: Office Desks and Chairs

(C3) Designated product(s) Office Furniture

(C4) Tender Authority: Gauteng Purchasing Department

(C5) Tendering Entity name: Rainbow Office Furniture

(C6) Tender Exchange Rate: USD R 9.00 EU R 12.00 GBP R 14.00

(C7) Specified local content % 85%

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value per unit	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
				(C10-C11)	(Annexure D M31+P50+P60)	(C12-C13)	C14/C12		(C16)(C17)	Annex D D18	Annex D
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
GP 100011	Melamine Office Desks with Drawers	R 12 000	R 0	R 12 000	R 0	R 12 000	100%	100	R 1 200 000	R 0	R 123 200
GP 100012	Office desk with drawers on timber top with steel frame	R 15 000.00	R 1 650.00	R 13 350.00	R 1 232.00	R 12 118.00	91%	50	R 750 000	R 82 500	R 116 850
GP 100013	Side upholstered chair - Sleigh base with arms	R 10 450.00	R 2 170.00	R 8 280.00	R 2 617.00	R 5 663.00	68%	100	R 1 045 000	R 217 000	R 261 700
GP 100014	Highback upholstered chair with arms on 5 star base	R 12 200.00	R 2 720.00	R 9 480.00	R 2 537.00	R 6 943.00	73%	50	R 610 000	R 231 000	R 31 950
								(C20) Total tender value: R 3 605 000			
								(C21) Total Exempt imported content: R 530 900			
								(C22) Total Tender value net of exempt imported content (C20-C21): R 3 074 500			
								(C23) Total Imported content: R 533 700			
								(C24) Total local content (C22-C23): R 2 540 800			
								(C25) Average local content % of tender (C24/C22): 82.64%			

Signature of tenderer from Annex B _____

Date: _____

EXAMPLE

Annex D RAINBOW CASE STUDY ONE

Imported Content Declaration - Supporting Schedule to Annex C

SATS 1286.2013

(D1) Tender No. GP 100010

(D2) Tender description: Office Desks and Chairs

(D3) Designated Products: Office Furniture

(D4) Tender Authority: Gesteem Purchasing Department

(D5) Tendering Entity name: Rainbow Office Furniture

(D6) Tender Exchange Rate: USD R 9.00

EU R 12.00 GBP R 14.00

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content							Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value	
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)	
GP 100012	Primary Steel	Accelor MAbal	Accelor - USA	\$100	R 9.00	R 900	R 300	R 550	R 1 650	50	R 82 500	
GP 100013	Primary Steel	United Steel	United Steel USA	\$150	R 9.00	R 1 350	R 420	R 400	R 2 170	100	R 217 000	
GP 100014	Primary Steel	Alexis Steel	Alexis UK	£150.00	R 12.00	R 1 800	R 350	R 570	R 2 720	50	R 136 000	
GP100014	5 star base	Each	Base Specialist - Germany	£80.00	R 12.00	R 960	R 460	R 480	R 1 900	50	R 95 000	
(D19) Total exempt imported value											R 530 500	

This total must correspond with Annex C - C21

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content							Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value	
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
GP100011	Melamine	Each	MM Melamine USA	\$25	R 9.00	R 225	R 120	R 250	R 595	100	R 59 500	
GP100012	Timber Top	Each	Timber City - Germany	€75.00	R 12.00	R 900	R 200	R 500	R 1 700	50	R 85 000	
GP100013	Sleigh Base	Each	Timber York - USA	\$100	R 9.00	R 900	R 420	R 660	R 1 980	100	R 198 000	
(D32) Total Imported value by tenderer											R 342 500	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content							Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value	
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	
Sheet steel	tonne	Arcelor SA	Arcelor Belgium	€75.00	R 12.00	R 900	R 150	R 50	R 1 300	100	R 130 000	
Wings	each	Ramsay SA	Hugus GB	£7.50	R 14.00	R 105	R 10	R 5	R 50	1 200	R 60 000	
Other - nuts and bolts	each	Mac Steel	TTC - UK	value too small to Revalue							R 2 000	
(D45) Total Imported value by 3rd party											R 172 000	
D45 Apportioned per unit											R 573	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments	
			Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	(D52)
Royalty payment for use of patent	Rainbow Office Furniture	Oban USA	\$800	R 9.00		R 7 200
Annual licence fees - pre-rated	Rainbow Office Furniture	MB - Germany	£1 000.00	R 11.00		R 11 000
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						R 18 200
D52 Apportioned per unit						R 66
(D53) Total of imported content & foreign currency payments - (D19), (D32), (D45) & (D52) above						R 533 700

This total must correspond with Annex C - C23

Signature of tenderer from Annex B: _____

Date: _____

Example

SATS 1286.2011

Annex E - RAINBOW CASE STUDY ONE

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	GP 100010	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Office Desks and Chairs	
(E3)	Designated products:	Office Furniture	
(E4)	Tender Authority:	Gauteng Purchasing Department	
(E5)	Tendering Entity name:	Rainbow Office Furniture	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Sheet Steel	Arcelor	R 300 000
	Fabric for seats	Galvenor Textiles	R 270 000
	Fabric for headlinings	Galvenor Textiles	R 32 000
	Welding consumables	ABR Supplies	R 12 000
	Hardware items (nuts, bolts, rivets, etc)	Various Local Suppliers	R 2 000
	Laser cutting services	Red Hot Cutting	R 47 500
	Other goods and services (small items)	Various	R 1 300
	(E9) Total local products (Goods, Services and Works)		R 664 800 26%

(E10)	Manpower costs (Tenderer's manpower cost)	R 1 150 000	45%
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 486 000	19%
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	R 240 000	9%
	(E13) Total local content	R 2 540 800	100%

This total must correspond with Annex C - C24

Constitution Hill Development Company:

STEEL VALUE ADDED PRODUCTS – Frames (100%)
Refer to item in the BOQ:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____

(D6) Tender Exchange Rate: _____ Pula

EU R 9.00

Note: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments				Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments		
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)		
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party							

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

Signature of tenderer from Annex B _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: _____

This total must correspond with Annex C - C 23

STEEL VALUE ADDED PRODUCTS - Roof and Cladding (100%)
Refer to item in the BOQ:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C											
(D1)	Tender No.										
(D2)	Tender description:										Note: VAT to be excluded from all calculations
(D3)	Designated Products:										
(D4)	Tender Authority:										
(D5)	Tendering Entity name:										
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP	R 12.00				
A. Exempted imported content											
				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R 0
											This total must correspond with Annex C - C 21
B. Imported directly by the Tenderer											
				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											R 0
C. Imported by a 3rd party and supplied to the Tenderer											
				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0
D. Other foreign currency payments											
					Calculation of foreign currency payments		Summary of payments				
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange			Local value of payments				
(D46)	(D47)	(D48)	(D49)	(D50)			(D51)				
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party											
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above											R 0
											This total must correspond with Annex C - C 23
Signature of tenderer from Annex B											
Date: _____											

STEEL VALUE ADDED PRODUCTS – Fasteners (100%)
Refer to item in the BOQ:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.		Note: VAT to be excluded from all calculations
(D2) Tender description:		
(D3) Designated Products:		
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text" value="R 9.00"/> GBP <input type="text" value="R 12.00"/>	

A. Exempted imported content

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

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer R 0

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

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

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

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

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

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: _____

This total must correspond with Annex C - C 23

PRIMARY STEEL PRODUCTS - Reinforcing Bars (100%)
Refer to item in the BOQ:

SATS 1286.2011

Annex D
Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____

(D2) Tender description: _____

(D3) Designated Products: _____

(D4) Tender Authority: _____

(D5) Tendering Entity name: _____

(D6) Tender Exchange Rate: _____ Pula

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Calculation of imported content				Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempt imported value R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content				Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total imported value by tenderer R 0	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content				Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3rd party R 0	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party
					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B _____

Date: _____

POWER CABLES - Low Voltage (90%)
Refer to item in the BOQ:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

<i>(D1)</i> Tender No.		<i>(D6)</i> Tender Exchange Rate:	
<i>(D2)</i> Tender description:		<i>Note:</i> VAT to be excluded from all calculations	
<i>(D3)</i> Designated Products:			
<i>(D4)</i> Tender Authority:			
<i>(D5)</i> Tendering Entity name:			

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
<i>(D7)</i>	<i>(D8)</i>	<i>(D9)</i>	<i>(D10)</i>	<i>(D11)</i>	<i>(D12)</i>	<i>(D13)</i>	<i>(D14)</i>	<i>(D15)</i>	<i>(D16)</i>	<i>(D17)</i>	<i>(D18)</i>
<i>(D19)</i> Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
<i>(D20)</i>	<i>(D21)</i>	<i>(D22)</i>	<i>(D23)</i>	<i>(D24)</i>	<i>(D25)</i>	<i>(D26)</i>	<i>(D27)</i>	<i>(D28)</i>	<i>(D29)</i>	<i>(D30)</i>	<i>(D31)</i>
<i>(D32)</i> Total imported value by tenderer										R 0	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
<i>(D33)</i>	<i>(D34)</i>	<i>(D35)</i>	<i>(D36)</i>	<i>(D37)</i>	<i>(D38)</i>	<i>(D39)</i>	<i>(D40)</i>	<i>(D41)</i>	<i>(D42)</i>	<i>(D43)</i>	<i>(D44)</i>
<i>(D45)</i> Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
<i>(D46)</i>	<i>(D47)</i>	<i>(D48)</i>	<i>(D49)</i>	<i>(D50)</i>	<i>(D51)</i>
<i>(D52)</i> Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - *(D32)*, *(D45)* & *(D52)* above

Date:

R 0

This total must correspond with Annex C - C 23

POWER CABLES - Low Cost Reticulation (90%)

Refer to item in the BOQ:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D6) Tender Exchange Rate: _____ Pula _____

(D1) Tender No. _____

(D2) Tender description: _____

(D3) Designated Products: _____

(D4) Tender Authority: _____

(D5) Tendering Entity name: _____

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Calculation of imported content				Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempt imported value	R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content				Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total imported value by tenderer	R 0

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content				Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3rd party	R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B _____

Date: _____

VALVES PRODUCTS AND ACTUATORS - Ball valves (70%)

Refer to item in the BOQ:

SATS 1286 2011

Annex D
Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. (D2) Tender description: (D3) Designated Products: (D4) Tender Authority: (D5) Tendering Entity name: (D6) Tender Exchange Rate:	_____ _____ _____ _____ _____ _____	Note: VAT to be excluded from all calculations	
	Pula _____	EU R 9.00	GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempt imported value R 0	
										This total must correspond with Annex C - C 21	

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total imported value by tenderer R 0	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3rd party R 0	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party
					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Signature of tenderer from Annex B _____

Date: _____

This total must correspond with Annex C - C 23

VALVES PRODUCTS AND ACTUATORS - Safety or relief valves (70%)
Refer to item in the BOQ:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.		Note: VAT to be excluded from all calculations
(D2) Tender description:		
(D3) Designated Products:		
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text" value="R 9.00"/> GBP <input type="text" value="R 12.00"/>	

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19) Total exempt imported value	R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total imported value by tenderer	R 0

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3rd party	R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date:

This total must correspond with Annex C - C 23

VALVES PRODUCTS AND ACTUATORS - Taps, Cocks (70%)

Refer to item in the BOQ:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											R 0

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: _____

This total must correspond with Annex C - C 23

STEEL VALUE ADDED PRODUCTS - Fabricated Structural Steel (100%)

Refer to item in the BOQ:

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

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

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

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	Tender for the appointment of a contractor for construction of the Constitution Hill Peoples Park		
Bid no:	CONHILL/02/FAC-PARK/2020CONHILL/02/FAC-PARK/2020		Site Reference No.: Braamfontein Corner Sam Hancock Str. & Queens Rd.

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender for the appointment of a contractor for construction of the Constitution Hill Peoples Park.**

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

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

Rand (in words):	
Rand in figures:	R

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:

OR

Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

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

SIGNED FOR THE BIDDER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision ~~there~~efore) ..

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

SECURITY OFFERED:

The Bidder agrees to provide a bank or insurance guarantee in accordance with clauses 11.1.2 or 11.1.3 of the JBCC Edition 6.1 Principal Building Agreement within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

- (a) the Bidder accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Bidder offers to provide security as indicated below:
 - (1) cash deposit of 10 % of the Contract Sum (excluding VAT)
Yes **No**
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** **No**
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** **No**
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** **No**
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
Yes **No**

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

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

.....

Other Contact Details of the Bidder are:

Telephone No	Cellular Phone No.
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Fax No	Other contact No.
Postal address:	
Banker Branch.....	
Registration No of Bidder at Department of Labour	
CIDB Registration Number: (Attached copy of certificate) _____	

ACCEPTANCE

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

The terms of the contract, are contained in:

Part 1 Agreement and contract data, (which includes this agreement)

Part 2 Pricing data

Part 3 Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Constitution Hill Development Company
Address of Organisation:	Constitution Hill Development Company 11 th Floor, 124 Main Street, Marshalltown, Johannesburg, 2001 Telephone :011 085 2500

WITNESSED BY:

Name of witness	Signature	Date

CHANGES MADE TO JBCC DOCUMENTATION

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 agreement 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 bid document and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:
Detail:

2. Subject:
Detail:

3. Subject:
Detail:

4. Subject:
Detail:

5. Subject:
Detail:

6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only

deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

C1.2 CONTRACT DATA

C 1.2: CONTRACT DATA - JBCC PRINCIPAL BUILDING AGREEMENT (*Edition 6.1 of March 2014*)

Project title:	Tender for the appointment of a contractor for the construction of the Constitution Hill Peoples Park.		
Bid no:	CONHILL/02/FAC-PARK/2020CONHILL/02/FAC-PARK/2020	Site Reference No.:	Corner Sam Hancock Str. & Queens Rd. Braamfontein

	<p>The Conditions of Contract are clauses 1 to 30 of the JBCC Principal Building Agreement (Edition 6.1 of March 2014) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p>CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:</p>
	<p>CONTRACT VARIABLES The Principal Building Agreement Contract Data contains all variables referred to in this document. The Employer or his Agent need to complete section A-Tender Information, B-Contract Data, C-Tender Closing in full and include it in the Bid documents. Section D-Tenderer's Selection must be left blank by the Employer or his Agent for the Contractor to fill in. The Contract Data categories form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicized in [] brackets.</p> <p>The Principal Agent, in accordance with Clause 1.1, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 6.2.</p>

Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

A - TENDER INFORMATION

A1	Project Name TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF THE CONSTITUTION HILL PEOPLES PARK.
A2	Works Description NEW PARK INCLUDING VIP AREA, LANDSCAPING, SERVICES, RETAINING WALLS, ETC.
A3	Site Description Erf No/Township Corner Sam Hancock Str. & Queens Rd., Braamfontein Local Authority City of Johannesburg Metropolitan Municipality Street Address Corner Sam Hancock Str. & Queens Rd., Braamfontein

A4 CONTRACTING AND OTHER PARTIES

[1.1]	Employer: Constitution Hill Development Company	
	Postal address: PO Box 31005 Braamfontein 2018 South Africa	Practice Registration Number: 2001/005330/30
		VAT No.: 4720208034
	Contact Person:	Supply Chain Management ayanda@conhill.org.za tenders@conhill.org.za
	Email:	
[2.4]	Registered street address: Constitution Hill Development Company SOC Limited 11 Kotze Street Braamfontein 2001 South Africa	

A5–A9	PRINCIPAL AGENT														
[6.1]	<p>Principal Agent The Principal Agent referred to in the Agreement. The Principal Agent address for receipt of communications is:</p> <table border="0"> <tr> <td>Name</td> <td>Outer Space Landscape Architects</td> </tr> <tr> <td>Physical address:</td> <td>Postal address:</td> </tr> <tr> <td>PO Box 2003</td> <td>PO Box 2003</td> </tr> <tr> <td>Fourways</td> <td>Fourways</td> </tr> <tr> <td>2055</td> <td>2055</td> </tr> <tr> <td>Telephone:</td> <td>(011) 465 2372</td> </tr> <tr> <td>Fax:</td> <td>(086) 503 5400</td> </tr> </table>	Name	Outer Space Landscape Architects	Physical address:	Postal address:	PO Box 2003	PO Box 2003	Fourways	Fourways	2055	2055	Telephone:	(011) 465 2372	Fax:	(086) 503 5400
Name	Outer Space Landscape Architects														
Physical address:	Postal address:														
PO Box 2003	PO Box 2003														
Fourways	Fourways														
2055	2055														
Telephone:	(011) 465 2372														
Fax:	(086) 503 5400														
A6 – A13															
[6.2]	<p>Agent (1) Landscape Architect Mr Alan Cooper Outer Space Landscape Architects PO Box 2003 Fourways 2055 Telephone: (011) 465 2372 Fax: (086) 503 5400</p>														
[6.2]	<p>Agent (2) Architect Ikemeleng Architects Suite 3, Ground Floor, Melrose Boulevard Melrose Arch Telephone: (011) 994 4300 Fax: (011) 684 1436</p>														

<p>[6.2]</p>	<p>Agent (2) Quantity Surveyors Koor Dindar Mothei Oakhurst Office Park 11 St. Andrews Road Parktown, 2193 Telephone: (011) 689 5400 Fax:</p>
<p>[6.2]</p>	<p>Agent (3) Civil, Structural, Mechanical, Fire, Electrical Engineers & OHS Consultants Isao Consulting First Floor, Aintree House, Epsom Downs Office Park 13B Sloane Street Bryanston Telephone: (011) 593 0917 Fax:</p>

B – CONTRACT DATA			
	Clause references apply to the JBCC Principal Building Agreement Edition 6.1 (PBA) published March 2014. Only clauses in the PBA requiring the provisions of information, indicated as [CD], are quoted below.		
2.0 [2.1] [25.15]	Law, regulations and notices:		
	The law applicable to this agreement:	South Africa	
5.0 [5.1] [5.5]	Contract documents:		
	Signed contract documents held by the principal agent, or:	Employer	
	Number of copies of documents issued free to the contractor:	3 (Three)	<i>Number of copies</i>
	Priced document		
	Lump sum priced document:	No	Yes
	System method of measurement	Priced Bill of Quantities: Standard System of Measuring Builders Work (6th Edition)	
	Contract Documents comprising:		
	<i>Description</i>	<i>Marked</i>	<i>Notes</i>
	JBCC Principal Building Agreement - Ed 6.1 (March 2014)	A	
	JBCC PBA Contract Data - Ed 6.1 (March 2014)	B	
	[Any documents that form part of Contract Document]	C	
	<i>Note: If insufficient space, please see annexure:</i>		

6.0	Employer's agents		
[6.3]	Description of interest of agents in the project other than professional services, if applicable:	N/A	
10.0	Insurances		
	By the employer in the joint names of the parties, yes/no?	No	
	Contract Works Insurance (CWI) (including materials and goods, temporary works)		<i>not applicable</i>
	Public Liability Insurance (each and every claim OR unlimited / value)		<i>not applicable</i>
	Supplementary Insurance (incl. CWI extensions)		<i>not applicable</i>
	Removal of Lateral Support		<i>not applicable</i>
	Other:		<i>not applicable</i>

OR	By the contractor in the joint names of the parties, yes/no? Contract Works Insurance (CWI) (including materials and goods, temporary works) Public Liability Insurance (each and every claim OR unlimited for the period) Supplementary Insurance (incl CWI extensions) Other:	Yes Contractor Contractor Contractor Contractor	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">ZAR</td> <td style="text-align: center;">Contract Sum + 20%</td> </tr> <tr> <td style="text-align: center;">ZAR</td> <td style="text-align: center;">5 Million</td> </tr> <tr> <td style="text-align: center;">ZAR</td> <td style="text-align: center;">Contract Sum + 10%</td> </tr> <tr> <td style="text-align: center;">ZAR</td> <td style="text-align: center;">TBC</td> </tr> </table>	ZAR	Contract Sum + 20%	ZAR	5 Million	ZAR	Contract Sum + 10%	ZAR	TBC
ZAR	Contract Sum + 20%										
ZAR	5 Million										
ZAR	Contract Sum + 10%										
ZAR	TBC										
11.0	Security										
[11.1.1 to 5]	The contractor shall provide a Guarantee for Construction to the employer>D11.2-3 Yes/No		Yes								
12.0	Duties of parties										
[9.2.7]	Alterations and additions to existing premises?		Yes								
[12.1.2]	Premises occupied - yes/no? Identify area?		No								
[12.1.3]	Relevant natural features to be retained / relocated / removed		To be pointed out by the Principal Agent								
[12.1.4]	Areas the contractor may not occupy?		N/A								
[12.1.5]	Utilities connection – location		Existing to be pointed out on site								
[12.1.6]	Statutory and/or other notices to be complied with by the contractor before possession of site can be given		Construction Permit issued by DoL								
[12.1.7]	Possession of the site - intended date		21 June 2021								
	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (2.1; 12.2.2-3; 12.2.5-6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.										
[12.1.1 2]	Description of free issue by employer (attach separate page for multiple items)		N/A								
14.0	Nominated subcontractors										
[14.1.4]	Specialisation:		N/A								
	<i>Note: If insufficient space, please see annexure:</i>										
16.0	Direct subcontractors										
	Employer to define extent of work by a direct contractor [12.1.2]										
[16.1]	Specialisation:		N/A								
[16.1]	Specialisation:		N/A								
	<i>Note: If insufficient space, please see annexure:</i>										

<p>19.0 / 20.0</p> <p>[19/20/24]</p> <p>[19/20/24]</p> <p>[21.1]</p> <p>[22]</p>	<p>Practical completion / penalty for late completion</p> <p>The Practical Completion date is: <i>TBC (time measured from the Commencement date.)</i></p> <p>Practical Completion of the works as a whole:</p> <p>OR (<i>only 1 option can apply</i>)</p> <p>Practical Completion of the works in sections: 1</p> <p>Practical Completion of the works in sections: 2</p> <p>The defects liability period is: <i>(Shall commence on the calendar day following the date for Practical completion and end at midnight, of the period indicated below, from the date of Practical Completion.)</i></p> <p>Latent Defect Period The latent defect period is:</p>	<table border="1"> <thead> <tr> <th>Inspection days</th> <th>Date for practical completion</th> <th>Penalty currency</th> <th>Penalty amount / day</th> </tr> </thead> <tbody> <tr> <td></td> <td>10 December 2021</td> <td>ZAR</td> <td>0.05% of the Contract Sum, rounded to the nearest R10</td> </tr> <tr> <td>N/A</td> <td>N/A</td> <td>ZAR</td> <td>0.05% of the Contract Price, rounded to the nearest R10</td> </tr> <tr> <td>N/A</td> <td>N/A</td> <td>ZAR</td> <td>0.05% of the Contract Price, rounded to the nearest R10</td> </tr> </tbody> </table> <p>12 Months for Electrical, Mechanical, Industrial and Civil works</p> <p>90 Calendar Days for Building Works</p> <p>5 years after the Final Completion certificate. (clause 22)</p>	Inspection days	Date for practical completion	Penalty currency	Penalty amount / day		10 December 2021	ZAR	0.05% of the Contract Sum, rounded to the nearest R10	N/A	N/A	ZAR	0.05% of the Contract Price, rounded to the nearest R10	N/A	N/A	ZAR	0.05% of the Contract Price, rounded to the nearest R10
Inspection days	Date for practical completion	Penalty currency	Penalty amount / day															
	10 December 2021	ZAR	0.05% of the Contract Sum, rounded to the nearest R10															
N/A	N/A	ZAR	0.05% of the Contract Price, rounded to the nearest R10															
N/A	N/A	ZAR	0.05% of the Contract Price, rounded to the nearest R10															
<p>[12.2.2 to 12.2.6]</p> <p>[12.2]</p> <p>[2.1]</p> <p>[12.2.6]</p> <p>[12.2.3]</p> <p>[12.2.5]</p>	<p><u>Documentation required before Commencement of the Works</u></p> <p>The time to submit the documentation required before commencement with Works execution is: 10 calendar days</p> <p>The documentation required before commencement with the Works execution are;</p> <p>Health and Safety Plan</p> <p>Initial Programme</p> <p>Guarantee</p> <p>Insurance</p> <p>Cash flow by contractor</p>	<p>The Contractor shall deliver his Health and Safety Plan of the Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.</p> <p>The Contractor shall deliver his programme of work within 15 working days after notice from the Principal Agent, after to the Commencement Date.</p> <p>The Contractor shall deliver his chosen Guarantee (security) for this Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.</p> <p>The Contractor shall deliver his insurance for the Works within 30 calendar days after Notice of Intent the Employer to enter into Contract.</p> <p>The Contractor shall deliver his cash flow projections for the Works within 30 calendar days after the Commencement Date.</p>																

[12.2.2]	Priced Bill of Quantity Other requirements Other requirements	The Contractor shall deliver his Balanced Priced Bill of Quantities within 30 calendar days after Notice of Intent the Employer to enter into Contract. Note: If insufficient space, please see annexure:	N/A	
19.0 Practical Completion				
[19.1.1]	Items that do not have to be complete to achieve practical completion N/A Note: If insufficient space, please see annexure:			N/A
[19.1.1]	Criteria to achieve practical completion (the BoQ may contain a more detailed description) Per specification On achievement of practical completion, the contractor is to hand over manuals etc. related to the works as listed below: a) Performance guarantees on materials b) Consolidated health and safety file updated with construction incidents c) Operation and Maintenance Manuals for all equipment installed, where applicable (3 complete sets) d) Complete set of marked up as built drawings including services drawings e) Certificate of compliance as specified by SANS f) Electrical Certificate of Compliance as specified by SANS 10142-1 g) Test certificates of all commissioned systems and processes including water pressure tests, sewer and stormwater flow test results h) Approved workshop or manufacturing drawings i) Manufacturer's post-installation certificate for the CRM/Concrete block retaining wall certifying that the installation was in line with the manufacturer's requirements j) Irrigation manuals Note: If insufficient space, please see annexure:			N/A
25.0	Payment			
[25.0]	Currency:	ZAR	South African Rand	
[25.2]	Issue of regular payment certificates on	24th	<i>day of the month</i>	
[25.3.2]	Materials and goods off site - paid subject to	Guarantee for Payment provided?	Advance N/A	
[25.3.4]	Contract price adjustment provisions	N/A		
[[26.9.5]	Base Month (If Applicable)	N/A		
	Alternative Indices:	N/A		
<p><i>Where CPAP is applicable, the contract sum will be adjusted in accordance with the P0151 indices published by Statistics South Africa as set out in the Contract Price Adjustment Provisions (CPAP) Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:</i></p> <p>1 Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.</p> <p>2 All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.</p> <p>3 Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted.</p>				

	<i>Note: If insufficient space, please see annexure:</i>	N/A
30.0	Dispute Resolution	
[30.6.1]	Alternative Dispute Resolution nominating body	Association of Arbitrators (South Africa)

[1.1]	<p>Changes made to JBCC documentation The following definitions have been amended or added to this agreement.</p> <p>ADVERSE WEATHER CONDITIONS - in clause 23.1.1 means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>COMMENCEMENT DATE – means the date of possession of the site by the contractor (site handover) which shall not occur before the Bidder have fully complied with submitting documents required in terms of clause 12.2.2 to 12.2.6 and when the Bidder can receive one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p> <p>The Agreement comes into effect on the date when; The tenderer receives one fully completed original copy of this document, including the Changes made to JBCC documentation (if any)</p> <p>The agreement (“this document”) consists of;</p> <ol style="list-style-type: none"> 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance including the Changes made to JBCC documentation. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 5 above. <p>(See Form of Offer and Acceptance)</p> <p>CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>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 the 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.</p>
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	<p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <ul style="list-style-type: none"> a) in respect of interest owed by the Employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and b) in respect of interest owed to the Employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply.
	<p>PREFERRED PARTY - means a responsive Bidder, who scored the most preferential points and receives notification from the employer to provide the documentation as stated in the contract data, within the period stated in the contract data, prior to the site hand over and commencement of the project.</p>
	<p>PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the contract data. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the Employer as named in the contract data.</p>
	<p>Clause 6.1 should be amended to include the following addition to the first sentence "except in clauses 23.7 and 23.8; 26.7 and 26.12 in terms of which the Employer has retained its authority and has not given a mandate to the principal agent and in terms of which the Employer shall make all decisions and sign all documents."</p>
	<p>Clause 10.2 and 10.10 - Replace the word "employer" with the word "contractor".</p>
	<p>Delete clause 11.4.1 and 11.4.2</p>
	<p>Delete clause 11.5</p>
	<p>Delete clause 11.10</p>
	<p>Delete clause 12.1</p>
	<p>Add to clause 12.2.13 "The contractor shall supply, at his own cost, and keep an original of the JBCC Principal Building Agreement (Edition 6.1) and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times."</p>
	<p>Amend clause 21.6 as follows "The 90 calendar days are replaced with the period indicated in the Contract Data for building work and for electrical, mechanical and civil work." - see Practical completion / penalty for late completion above for periods.</p>
	<p>Delete clause 25.12.3</p>
	<p>Add the following clauses to clause 27.2;</p> <ul style="list-style-type: none"> i) clause 27.2.11 - "the contractor's failure or neglect to commence with the works on the dates prescribed in the contract." ii) clause 27.2.12 - "the contractor's failure or neglect to proceed with the works in terms of the contract." iii) clause 27.2.13 - "the contractor's failure or neglect for any reason to complete the works in accordance with the contract."

	<p>iv) clause 27.2.14 - "the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract."</p> <p>v) clause 27.2.15 - "the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa."</p>
	Delete clause 28.1.1
	Delete clauses 29.14.1
	Delete clause 29.17.6
	Delete clause 29.24
	Clause 21.1 and 21.6 - The "90 calendar days" are replaced with the period indicated in the Contract Data for building work and for electrical, mechanical and civil work.
C - BID CLOSING	
	<p>Bid closing: <input style="width: 50px; height: 30px;" type="text" value="09 April 2021"/> <i>date</i> Bid closing: time <input style="width: 50px; height: 30px;" type="text" value="14:00pm"/> <i>time</i></p> <p>Bid closing place: Submission address Constitution Hill Development Company Human Rights Conference Room 11 Kotze Street Old fort Braamfontein Johannesburg</p> <p style="text-align: center;">2017</p> <p>Email address N/A</p> <p>Delivered in electronic format? <input style="width: 50px; height: 30px;" type="text" value="no"/> <i>yes / no</i> Alternative offer considered? <input style="width: 50px; height: 30px;" type="text" value="no"/> <i>yes / no</i></p> <p style="text-align: right;">Only if original bid submitted <input style="width: 50px; height: 30px;" type="text" value="no"/> <i>yes / no</i></p>

D - BIDDER'S SELECTION (To be completed by the bidder)	
11.0	Securities
	<i>Obligation</i>
[11.1.2]	Guarantee for Construction (variable) If specified, contractor's choice <input type="checkbox"/> yes / no
[11.1.3]	or Guarantee for Construction (fixed) If specified, contractor's choice <input type="checkbox"/> yes / no
	or
	i) cash deposit of 10 % of the Contract Price <input type="checkbox"/> yes / no
	ii) bank or insurance Performance Guarantee of 10 % of the Contract Price <input type="checkbox"/> yes / no
	iii) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) <input type="checkbox"/> yes / no
	iv) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) <input type="checkbox"/> yes / no
	v) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) <input type="checkbox"/> yes / no
	Note: The Contractor to ensure that the guarantee is valid at all times, in terms of the Agreement with the Employer
[11.1.4]	Guarantee for Advance Payment Provided by contractor <input type="checkbox"/> n/a yes / no (where the contractor requests the employer to pay an advance for materials and goods)
	Purpose <input type="text"/> Currency <input type="text"/> Amount <input type="text"/>
[11.4]	Guarantee for Payment Provided by the employer <input type="checkbox"/> no yes / no <input type="checkbox"/> n/a Currency <input type="checkbox"/> n/a Amount
19.0	Contractor's holiday periods during the construction period?
	Contractor's annual holiday period from <input type="text"/> until <input type="text"/>
	<i>Note: If insufficient space, please see annexure:</i>
26.0	Payment / Adjustment of Preliminaries
Option A	Assessed by Principal Agent, an amount pro-rated to the value of the works executed in the same ratio as the Preliminaries to the Contract Sum, (including tax); shall exclude the amount of preliminaries, all Contingency Sum(s) and any allowance for CPAP <input type="checkbox"/> yes / no
Option B	or An amount agreed by the Principal Agent and the contractor in terms of the Bills of Quantities or the priced document to identify an initial establishment charge / a monthly charge / and a final dis-establishment charge <input type="checkbox"/> Yes / no
	Where the Contractor does not indicate option 'A' or option 'B' – option 'A' shall apply

Adjustment of Preliminaries [26.9.4]	
Option A	<p>For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment</p> <p>Provisions: -</p> <ul style="list-style-type: none"> - An amount which shall not be varied. - An amount varied in proportion to the contract value as compared to the Contract Sum. - An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement. <p>The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section</p> <p>If the Contractor and the Principal Agent cannot agree, within 10 Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <p style="padding-left: 40px;">10% of the amount shall not be varied</p> <p style="padding-left: 40px;">15% varied in proportion of the Contract Value to the Contract Sum</p> <p style="padding-left: 40px;">75% varied in proportion to the revised Construction Period compared with the initial Construction Period.</p> <div style="text-align: right; margin-top: 10px;"> <input type="checkbox"/> <i>yes / no</i> </div>
	<p>Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.</p>
	<p><i>or</i></p>
Option B	<p>The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a</p> <div style="text-align: right; margin-top: 10px;"> <input type="checkbox"/> <i>yes / no</i> </div>

detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.

Where the Contractor does not indicate option 'A' or option 'B' - option 'A' shall apply

1. By submission of this tender to the Employer the tenderer offers and agrees to execute and complete the works and remedy any defects in conformity with the specification for the tender sum stated - to be paid in instalments as work is completed.

2. The tender shall remain in full legal force for ninety (90) calendar days from the closing date of the tender. The Tenderer accepts liability for damages that may be suffered by the Employer should the tender validity period not be honoured.

3. The lowest or any offer will not necessarily be accepted by the Employer - nor need reasons be given for such a decision.

4. Any provision in this agreement that may confer any benefit or right in favour of any Sub Contractor shall be binding on the parties and be capable of acceptance by such Sub Contractor at any time.

5. Annexures marked as;

A	
B	
C	

TENDER SUM COMPILATION

		<i>Currency</i>		
Tenderer's work excluding tax		ZAR	<i>Amount</i>	
Tax 15% at percentage	15%	ZAR	<i>Amount</i>	
Total TENDER SUM inclusive of tax		ZAR	<i>Amount</i>	

Tender sum in words

Waiver of the Contractors lien or right of continuing possession is required.

Yes

SPECIAL CONDITIONS OF CONTRACT

	<p>Duties and functions of the Principal Agent requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows:</p>
	<ul style="list-style-type: none"> a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Principal Agent, together with the Principal Agent's recommendations, to the Employer for determination. (see clauses 23.7 and 23.8). b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer. c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works. d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Principal Agent shall be submitted by the Principal Agent, together with the Principal Agent's recommendations, to the Employer for determination.
	<ul style="list-style-type: none"> e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Principal Agent, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the Employer. <p>MANAGING PROJECT DURATION</p> <ul style="list-style-type: none"> a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. <p>The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the Sub Contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <ul style="list-style-type: none"> b) Activity-and total float shall belong to the Employer. c) The Contractor shall deliver his programme of work within 15 working days after notice from the Principal Agent, prior to the Commencement Date.(cl 12.2.6) <p>It is a condition of this contact that, the Contractor submit to the Principal Agent a detailed CPM Programme which shall be to the approval of the Principal Agent. In this regard tenderers are advised to consult with the Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Principal Agent. Failure to submit the programme within the stipulated time may result in the Contractor being held in breach of contract.</p> <p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p>

The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with adverse weather conditions and claiming for delays in performance in this bill.

Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

ADVERSE WEATHER CONDITIONS AND CLAIMS FOR DELAYS IN PERFORMANCE

- a) The Contract Sum includes a monthly allowance of 3 working days for adverse weather conditions during which rainfall exceeds 10mm per day for the months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.
- b) Claims for delays in performance due to adverse weather conditions shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:
 - i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
 - ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified, in terms of clause 23.4.2 of the JBCC PBA Ed 6.1, when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.
 - 1 The stoppage claimed must cause a delay in the practical completion of work. If the critical activities can proceed and a non-critical activity is delayed due to adverse weather conditions no claims for delay shall be granted.
 - 2 No claims for stoppages less than 2(two) hours per day shall be considered.
 - 3 Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
 - 4 All claims shall be submitted in writing to the principal agent in terms of clause 23.5 of the JBCC PBA Ed 6.1.
 - 5 The total delay in performance granted to the Contractor expressed in days shall be added to the contractual completion date of each section of the works. The contractual penalty clause shall only come into effect after this newly arrived date.
 - 6 Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of working days. The total hours (including lunch) per working day shall be 10 unless otherwise indicated on the Contractor's programme
 - 7 Where the programmed delays for adverse weather conditions exceed the actual delays incurred the completion date(s) will not be adjusted.
 - 8 Where the project includes builder' holidays the programmed durations for adverse weather conditions shall be adjusted pro-rate to the actual working days
 - 9 The total of all monthly delays due to adverse weather conditions shall be calculated in accordance with the example given below:

Description	Months	Total
-------------	--------	-------

		Sept	Oct	Nov	Dec	Jan		
		Hours	Hours	Hours	Hours	Hours	Hours	
Programmed	Rain days	0	30	30	15	15	90	
Actual	Rain days	16	22	35	15	18	106	
Difference		-16	8	-5	0	-3	-16	
8 hrs/day*		Estimated Extension of time - in Working Days						2

See point 5.2 in the Scope of Works for the specific days the bidder must allow for in this contract.

BIDDER'S DETAILS

Name

Business eg: public company

Business registration number VAT No.

Contact person Mobile

E-mail

Registered street address

Postal address Code

Telephone Fax

SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....

on of 20.....

Name of signatory	for and behalf of the Employer who by signature hereof warrants authorisation hereto.
Capacity of signatory	as Witness.
Thus done and signed at.....	
onof.....20.....	
Name of signatory	for and behalf of the Contractor who by signature hereof warrants authorisation hereto.
Capacity of signatory	as Witness.

C1.3 FORM OF SECURITY

C1.3 GUARANTEE FOR CONSTRUCTION for use with JBCC Principal Building Agreement (Edition 6.1)

Group Executive EPMO
CONSTITUTION HILL DEVELOPMENT COMPANY
124 Main Street
Johannesburg
2001

Dear Sir/Madam,

GUARANTEE FOR CONSTRUCTION
For use with the JBCC Principal Building Agreement, Edition 6.1

GUARANTOR DETAILS AND

DEFINITIONS "Guarantor" means:

Physical Address:

Guarantor's signatory: _____

Capacity _____

Name of Signatory : _____

"Employer" means: Constitution Hill Development

Company "Contractor" means:

"Principal Agent" means: Outer Space Landscape Architects

"Works" means: Construction of Constitution Hill Peoples Park

"Site" means: Corner Sam Hancock Street & Queens Road, Braamfontein

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of:
R _____

Amount in

Words: _____

"Guaranteed Sum" means: The maximum aggregate amount of: **10%** of Contract Sum
Amount in Words:

Security for Construction: (*Insert Fixed or Variable*) "Expiry Date" means: Practical
Completion Date

AGREEMENT DETAILS

Sections: Total number / not applicable _____ Last Section _____

Principal Agent Issues: JBCC® format Interim Payment Certificates, the Final Payment Certificate, the Certificate
of Practical Completion and the Certificate of Final Completion

1.0 GUARANTEE FOR CONSTRUCTION (Variable)

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
1.1.1. Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of: 1 R _____ _____ _____	From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the interim payment certificate certifying in excess of 50% of the contract sum.

Amount in words

1.1.1. Reducing to the Guaranteed Sum (not exceeding 2 6.0 % of the contract sum) in the amount of: R _____	From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections.
--	--

Amount in words

1.1.1. Reducing to the Guaranteed Sum (not exceeding 3 4.0% of the contract sum) in the amount of: R _____	From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections.
---	---

Amount in words

1.1. Reducing to the Guaranteed Sum (not exceeding
4 2.0% of the contract sum) in the amount of:

R _____

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this Guarantee for Construction shall expire upon payment of the full amount certified.

Amount in words

--

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the Security validity

2.0 GUARANTEE FOR CONSTRUCTION (Fixed)

2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of them Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire.

R _____

Amount in words

--

3.0 The GUARANTOR acknowledges that;

- 3.1 Any reference in this Performance Guarantee to the Contract 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;
- 3.2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 3.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.
- 4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, the Guarantor undertakes to pay the Employer- the sum certified on receipt of the documents identified in 4.1 to 4.3:-
 - 4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or Final Payment Certificate has not been made in terms of the Agreement and failing such Payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
 - 4.2 A first written demand notice issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor.

- 4.3 A copy of the applicable payment advice which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0 , the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's- physical address calling up this Guarantee for Construction stating that:-
- 5.1 The Agreement has been terminated due to the Contractor's default and that the Security for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order.
- 6.0 The aggregate amount of payment to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund.
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor.
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the Guarantor.
- 10.0 The Guarantor chooses the physical address stated above for all transactions in relation to this security.
- 11.0 This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or on payment in full of the Guaranteed Sum or on the Security expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired.
- 12.0 This Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.

13.0 Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located.

Signed at Date

Guarantor's
signatory (1) Capacity

Guarantor's
signatory (2) Capacity

Witness signatory Witness signatory
(1) (2)

Guarantor's seal or
stamp:

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PART C1: AGREEMENT AND CONTRACT DATA

1 C1.4: AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the _____ day of _____ in the year

between CONSTITUTION HILL DEVELOPMENT COMPANY (CONHILL) (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as

WHEREAS the Employer is desirous **that certain works be constructed, viz :**

CONSTRUCTION OF CONSTITUTION HILL PEOPLES PARK

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of the JBCC,
- 3 The Mandatory declares himself to be conversant with the following:

- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 :General duties of employers to their employees;
 - (ii) Section 9 :General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 :Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of the JBCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the CONHILL will be advised on date of award**

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE CONHILL:

WITNESS 1

NAME 1

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1

(IN CAPITALS)

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PART C2: PRICING DATA

C2.1 Pricing Instructions

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 standardised specifications”.
- C2.1.1.2 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under “Reference clause” in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who are temporarily employed in terms of the project specification
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Schedule has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for

the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

- C2.1.1.7 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- C2.1.1.9 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders will be corrected in the following manner:
- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
 - In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
 - Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the 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 in the Bill of Quantities) to achieve the tendered total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

C2.1.1.12 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
	=	litre	Prov sum	=	Provisional sum
k	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

C2.1.1.13 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.14 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

2 Correction of Entries made by the Tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

PART C2: PRICING DATA

C2.2 Bills of Quantities

Item No		Quantity	Rate	Amount
	<p><u>SECTION NO. 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT AND PRELIMINARIES</u></p> <p>The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The Preliminaries revision 1 (February 2016) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.1 shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p>			
	Carried to Collection		R	
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<p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents.</p> <p><u>PREAMBLES FOR TRADES</u></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the Model Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles and/or specifications</p> <p><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></p> <p>Section A : A recital of the headings of the individual clauses of the aforementioned JBCC Principal Building Agreement</p> <p>Section B : A recital of the headings of the individual clauses of the aforementioned Preliminaries document</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>				
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<p>1</p>	<p><u>PRICING OF PRELIMINARIES</u></p> <p>Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p> <p><u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>Interpretation (A1-A7)</u></p> <p>Clause 1.0 - Definitions and interpretation</p> <p>Pricing of bills of quantities The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained</p> <p>Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p>Abbreviated descriptions The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			<p style="text-align: center;">R</p>
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<p>2</p> <p>3</p> <p>4</p>	<p>abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice</p> <p>Legal status of contractor If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:</p> <ol style="list-style-type: none"> 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer <p>F:..... V:..... T:.....</p> <p>Clause 2.0 - Law, regulations and notices</p> <p>F:..... V:..... T:.....</p> <p>Clause 3.0 - Offer and acceptance</p> <p>F:..... V:..... T:.....</p> <p>Clause 4.0 - Cession and assignment</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>	<p></p> <p></p> <p></p> <p></p>	<p></p> <p></p> <p></p> <p></p>
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<p>5</p>	<p>Clause 5.0 - Documents</p> <p>Value Added Tax Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)</p> <p>Contract drawings Refer to the Notes to Tenderers for a list of the contract drawings [5.1]</p> <p>Priced document as specification Clause 5.4 is deemed to be deleted The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any</p> <p>Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.5]</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>6</p>	<p>Clause 6.0 - Employer's agents</p> <p>Delegated authority The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2]. This does not preclude the principal agent from issuing such contract instructions:</p> <p>Delegated authority The authority of the principal agent to issue contract instructions [17.1] and perform duties for specific aspects of the works is delegated to agents as follows [6.2]. This does not preclude the principal agent from issuing such contract instructions:</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>		<p>R</p>		

<p>1. <u>Architect</u></p> <p>1.1 Duties [6.2] :</p> <p>The architect is responsible for the architectural design, functional design and quality inspection of the works</p> <p>1.2 Contract instructions [6.2; 17.1] :</p> <p>1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>1.2.3 The site [13.0]</p> <p>1.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>1.2.7 Removal or re-execution of work</p> <p>1.2.8 Removal or substitution of any materials and goods</p> <p>1.2.9 Protection of the works</p> <p>1.2.10 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>1.2.11 Rectification of defects [21.2]</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			
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<p>1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>1.2.14 Appointment of a subcontractor [14.0; 15.0]</p> <p>1.2.15 Work by direct contractors [16.0]</p> <p>1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]</p> <p>2. <u>Quantity surveyor</u></p> <p>2.1 Duties [6.2] :</p> <p>The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works</p> <p>2.2 Contract instructions [6.2; 17.1] :</p> <p>2.2.1 No contract instructions delegated to the quantity surveyor</p> <p>3. <u>Civil and structural engineer</u></p> <p>3.1 Duties [6.2] :</p> <p>The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			
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<p>3.2 Contract instructions [6.2; 17.1] :</p> <p>3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>3.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>3.2.3 The site [13.0]</p> <p>3.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>3.2.7 Removal or re-execution of work</p> <p>3.2.8 Removal or substitution of any materials and goods</p> <p>3.2.9 Protection of the works</p> <p>3.2.10 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>3.2.11 Rectification of defects [21.2]</p> <p>3.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			
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<p>3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>4. <u>Mechanical engineer</u></p> <p>4.1 Duties [6.2] :</p> <p>The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p> <p>4.2 Contract instructions [6.2; 17.1] :</p> <p>4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>4.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>4.2.3 Compliance with the law, regulations and bylaws [2.1]</p> <p>4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>4.2.6 Removal or re-execution of work</p> <p>4.2.7 Removal or substitution of any materials and goods</p> <p>4.2.8 Protection of the works</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			
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<p>4.2.9 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>4.2.10 Rectification of defects [21.2]</p> <p>4.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>5. <u>Electrical engineer</u></p> <p>5.1 Duties [6.2] :</p> <p>The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p> <p>5.2 Contract instructions [6.2; 17.1] :</p> <p>5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>5.2.3 Compliance with the law, regulations and bylaws [2.1]</p>			
<p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>		R	

<p>5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>5.2.6 Removal or re-execution of work</p> <p>5.2.7 Removal or substitution of any materials and goods</p> <p>5.2.8 Protection of the works</p> <p>5.2.9 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>5.2.10 Rectification of defects [21.2]</p> <p>5.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>6. <u>Wet services engineer</u></p> <p>6.1 Duties [6.2] :</p> <p>The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works</p> <p>6.2 Contract instructions [6.2; 17.1] :</p> <p>6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			
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<p>6.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>6.2.3 Compliance with the law, regulations and bylaws [2.1]</p> <p>6.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>6.2.6 Removal or re-execution of work</p> <p>6.2.7 Removal or substitution of any materials and goods</p> <p>6.2.8 Protection of the works</p> <p>6.2.9 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>6.2.10 Rectification of defects [21.2]</p> <p>6.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>6.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>7. <u>Fire consultant</u></p>			
<p>Carried to Collection</p>		<p>R</p>	
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<p>7.1 Duties [6.2] :</p> <p>The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works</p> <p>7.2 Contract instructions [6.2; 17.1] :</p> <p>7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>7.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>7.2.3 Compliance with the law, regulations and bylaws [2.1]</p> <p>7.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>7.2.6 Removal or re-execution of work</p> <p>7.2.7 Removal or substitution of any materials and goods</p> <p>7.2.8 Protection of the works</p> <p>7.2.9 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>7.2.10 Rectification of defects [21.2]</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			
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<p>7.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>7.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>8. <u>Health and safety consultant</u></p> <p>8.1 Duties [6.2] :</p> <p>The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:</p> <p>8.1.1 Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act,1993 as amended</p> <p>8.1.2 Prepare and update the health and safety specification for the works</p> <p>8.1.3 Agree with the contractor the health and safety plan for the works</p> <p>8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations</p> <p>8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	Item	R	
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7	<p>Clause 7.0 - Design responsibility</p> <p>F:..... V:..... T:.....</p> <p><u>Insurances and securities (A8-A11)</u></p>	Item		
8	<p>Clause 8.0 - Works risk</p> <p>F:..... V:..... T:.....</p>	Item		
9	<p>Clause 9.0 - Indemnities</p> <p>F:..... V:..... T:.....</p>	Item		
10	<p>Clause 10.0 - Insurances</p> <p>F:..... V:..... T:.....</p>	Item		
11	<p>Clause 11.0 - Securities</p> <p>Clause 11.5 Omit this clause in its entirety Clause 11.5.1 Omit this clause in its entirety Clause 11.5.2 Omit this clause in its entirety Clause 11.6 Omit this clause in its entirety Clause 11.10 Omit the words "on receipt of a Guarantee for Payment from the employer"</p> <p>Extension of waiver of lien The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]</p> <p>F:..... V:..... T:.....</p>	Item		
Carried to Collection			R	
<p>Section No. 1 Bill No. 1 Preliminaries</p>				

<p>12</p>	<p><u>Execution (A12 - A17)</u></p> <p>Clause 12.0 - Duties of the parties</p> <p>Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]</p> <p>Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor, and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]</p> <p>Statutory and other notices The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard</p> <p>It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>		
<p>13</p>	<p>Clause 13.0 - Setting out</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>		
<p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			<p>R</p>	

14	<p>Clause 14.0 - Nominated subcontractors</p> <p>F:..... V:..... T:.....</p>	Item			
15	<p>Clause 15.0 - Selected subcontractors</p> <p>F:..... V:..... T:.....</p>	Item			
16	<p>Clause 16.0 - Direct contractors</p> <p>Attendance on direct contractors In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none"> 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1] <p>F:..... V:..... T:.....</p>	Item			
17	<p>Clause 17.0 - Contract instructions</p> <p>Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor</p> <p>F:..... V:..... T:.....</p>	Item			
<p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>				R	

	<u>Completion (A18 - A24)</u>			
18	Clause 18.0 - Interim completion F:..... V:..... T:.....	Item		
19	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item		
20	Clause 20.0 - Completion in sections F:..... V:..... T:.....	Item		
21	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item		
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item		
23	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2] F:..... V:..... T:.....	Item		
	Carried to Collection		R	
	Section No. 1 Bill No. 1 Preliminaries			

24	<p>Clause 24.0 - Penalty for late or non-completion</p> <p>F:..... V:..... T:.....</p> <p>Payment (A25 - A27)</p>	Item			
25	<p>Clause 25.0 - Payment</p> <p>Clause 25.10 Replace "fourteen (14)" with "twenty one (21)"</p> <p>Materials and goods prematurely on site Materials and goods brought onto the site prematurely shall not be authorised for payment [25.3.2]</p> <p>Materials and goods stored off site Materials and goods stored off site shall not be authorised for payment [25.3.2]</p> <p>Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [25.3.4]</p> <p>Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p> <p>F:..... V:..... T:.....</p>	Item			
26	<p>Clause 26.0 - Adjustment of the contract value and final account</p> <p>Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>		R		

<p>27</p>	<p>for the account of the contractor [26.9.5]</p> <p>Tenant installations/users requirements delayed There is a possibility that certain works related to tenant installations/users requirements may have to be delayed and may consequently not be executed prior to practical completion</p> <p>Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works</p> <p>The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission</p> <p>Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs</p> <p>Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]</p> <p>F:..... V:..... T:.....</p> <p>Clause 27.0 - Recovery of expense and/or loss</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p>Item</p> <p>Item</p>	<p>R</p>	
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<p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p>	<p><u>Suspension and termination (A28 - A29)</u></p> <p>Clause 28.0 - Suspension by the contractor</p> <p>F:..... V:..... T:.....</p> <p>Clause 29.0 - Termination</p> <p>F:..... V:..... T:.....</p> <p><u>Dispute resolution (A30)</u></p> <p>Clause 30.0 - Dispute resolution</p> <p>F:..... V:..... T:.....</p> <p>Agreement</p> <p>The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties</p> <p>F:..... V:..... T:.....</p> <p>Contract data</p> <p>Tenderer's selection</p> <p>Before submission of his tender the contractor is to complete the tenderer's selection in the contract data</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p> <p>Item</p>		<p>R</p>
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<u>SECTION B: GENERAL PRELIMINARIES</u>				
<u>Definitions and interpretation (B1)</u>				
33	Clause 1.1 - Definitions F:..... V:..... T:.....	Item		
34	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item		
<u>Documents (B2)</u>				
35	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item		
36	Clause 2.2 - Provisional bills of quantities Multiple procurement These bills of quantities are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally measured and the subsequent trades are budgetary allowances and/or provisional sums F:..... V:..... T:.....	Item		
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<p>37</p>	<p>Clause 2.3 - Availability of construction information</p> <p>Budgetary allowances and provisional sums The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>38</p>	<p>Clause 2.4 - Ordering of materials and goods</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p><u>Previous work and adjoining properties (B3)</u></p>					
<p>39</p>	<p>Clause 3.1 - Previous work - dimensional accuracy</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>40</p>	<p>Clause 3.2 - Previous work - defects</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>41</p>	<p>Clause 3.3 - Inspection of adjoining properties</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p><u>The site (B4)</u></p>					
<p>42</p>	<p>Clause 4.1- Handover of site in stages</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>43</p>	<p>Clause 4.2 - Enclosure of the works</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
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44	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	Item		
45	Clause 4.4 - Encroachments F:..... V:..... T:.....	Item		
46	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item		
47	Clause 4.6 - Services - known F:..... V:..... T:.....	Item		
<u>Management of contract (B5)</u>				
48	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item		
49	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item		
50	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item		
<u>Samples, shop drawings and manufacturer's instructions (B6)</u>				
51	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item		
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52	<p>Clause 6.2 - Workmanship samples</p> <p>F:..... V:..... T:.....</p>	Item			
53	<p>Clause 6.3 - Shop drawings</p> <p>F:..... V:..... T:.....</p>	Item			
54	<p>Clause 6.4 - Compliance with manufacturer's instructions</p> <p>F:..... V:..... T:.....</p>	Item			
<u>Deposits and fees (B7)</u>					
55	<p>Clause 7.1 - Deposits and fees</p> <p>F:..... V:..... T:.....</p>	Item			
<u>Temporary services (B8)</u>					
56	<p>Clause 8.1 - Water</p> <p>F:..... V:..... T:.....</p>	Item			
57	<p>Clause 8.2 - Electricity</p> <p>F:..... V:..... T:.....</p>	Item			
58	<p>Clause 8.3 - Ablution and welfare facilities</p> <p>F:..... V:..... T:.....</p>	Item			
59	<p>Clause 8.4 - Communication facilities</p> <p>F:..... V:..... T:.....</p>	Item			
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<p>67</p>	<p>Clause 11.5 - Disturbance</p> <p>All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>68</p>	<p>Clause 11.6 - Environmental disturbance</p> <p>Controlling all forms of pollution</p> <p>The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>69</p>	<p>Clause 11.7 - Works cleaning and clearing</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>70</p>	<p>Clause 11.8 - Vermin</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>71</p>	<p>Clause 11.9 - Overhand work</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
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<p>72</p> <p>73</p>	<p>Clause 11.10 - Tenant installations</p> <p>F:..... V:..... T:.....</p> <p>Clause 11.11 - Advertising</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p>Item</p> <p>Item</p>			
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<p>74</p>	<p><u>SECTION C: SPECIFIC PRELIMINARIES</u></p> <p>Warranties for materials and workmanship</p> <p>Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract</p> <p>The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so</p> <p>The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>		
<p>75</p>	<p>Overtime</p> <p>Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>		
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<p>76</p>	<p>Co-operation of the contractor for cost management</p> <p>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 contract value does not exceed the budget</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>77</p>	<p>Overloading</p> <p>The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
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<p>78</p>	<p>Propping of floors below</p> <p>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</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>79</p>	<p>Testing of flat roof waterproofing for watertightness</p> <p>Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>80</p>	<p>Advertising rights</p> <p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting the obligations under this agreement</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
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<p>81</p>	<p>Confidentiality</p> <p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the employer</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>82</p>	<p>Media releases</p> <p>All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer</p> <p>The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>83</p>	<p>Testing of windows for watertightness</p> <p>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</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
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<p>84</p>	<p>Non-Cession of Monies</p> <p>The Contractor shall not cede or assign his right or claims to any monies due to or to become due under this Contract.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>85</p>	<p>Proprietary Branded Products</p> <p>The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instructions after construction with the manufacturer's authorised representative.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>86</p>	<p>Drawings on Site</p> <p>The Contractor shall maintain on Site at all times, a complete set of the latest revisions of the working drawings issued by the Architect, the Engineer, and the Electrical Consultant.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>87</p>	<p>Labour Record</p> <p>At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
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<p>88</p>	<p>Scaffolding</p> <p>No scaffolding is measured as these Bills of Quantities are based on the sixth edition of the Standard System for Measuring Building Work. However, the Tenderer is advised to study the drawings as scaffolding may be required in certain areas for use by himself and selected/nominated subcontractors and the contractor must establish or otherwise required by him or selected/nominated subcontractor including taking down and re-erecting as may be necessary and no claims whatsoever will be entertained.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>89</p>	<p>Plant Record</p> <p>At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>90</p>	<p>Daywork</p> <p>Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the Contractor for performing such work.</p> <p>1. The costs to the Contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the Contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to Site; to</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>		<p>R</p>		

<p>which net cost 7,5% thereof shall be added.</p> <p>2. The cost of labour to the Contractor or sub-contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the industrial Conciliation Act (where applicable) or any other wage determination applying in the area where the daywork is executed: to which labour cost 7,5% shall be added.</p> <p>Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular day works including any operators mechanical plant and transport and erecting and dismantling other plant. If a claim is made that individual workmen have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workmen had been so paid prior to the commencement of the daywork referred to.</p> <p>3. The rate for mechanical plant shall be commercial hire rates current at the time of executing the daywork and shall include fuel and insurance costs.</p> <p>The above percentages shall cover head office charges; Site staff including Site supervision; third party and Contractors workmen compensation and unemployment insurance fund contributions; use, repair and sharpening of non-mechanical hand tools; use of erected scaffolding, staging, trestles and the like; use of tarpaulins, protective clothing, artificial lighting, safety and welfare facilities, storage and the like as may be available on the Site; and profit.</p> <p>Supporting vouchers reflecting the time spent and materials used in each week shall be delivered for verification to the Principal Agent not later than twenty calendar days after the end of the week concerned. Should the Contractor fail to submit the</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>			
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<p>91</p>	<p>vouchers within this time, the Principal Agent shall determine a fair price for the work.</p> <p>F:..... V:..... T:.....</p> <p>Unauthorised Persons/Workmen on Premises</p> <p>The Contractor shall at all times strictly exclude all unauthorized persons from the site and shall set up notice boards to that effect.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>		
<p>92</p>	<p>Guarantees and Maintenance Instructions/Manuals</p> <p>The Contractor shall obtain and hand over to the Architect on Practical Completion, all relevant guarantees, any operating and maintenance manuals, data or instructions required by the Architect or provided by the Manufacturers, Suppliers, or Sub-contractors.</p> <p>The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Final Completion, failing which the release of the Construction Guarantee will be withheld until this is satisfactorily completed.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>		
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<p>93</p>	<p>Shop Drawings</p> <p>The term 'Shop Drawings' shall mean drawings, layout drawings, illustrations, schedules, performance charts, brochures, operating manuals, other data which are prepared by the Contractor or Sub-contractor, Manufacturer, Supplier or Distributor and which illustrate some portion of the work.</p> <p>The Contractor shall ensure that all shop drawings required for the work in terms of this Contract, all selected/nominated Sub-contracts and/or Architect's instructions, are prepared and submitted timeously in accordance with the following procedure:</p> <p>(a) Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the Architect for approval. Such work shall not be carried out until such approval has been given.</p> <p>(b) Shop drawings shall be submitted to the Architect for approval at least two weeks prior to the date on which such approval is required in order to comply with the Contract Programme.</p> <p>(c) All submissions shall be prepared in accordance with the Contract Drawings and specifications and/or any Architect's instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implication.</p> <p>Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or Architect's instructions shall not constitute grounds for any claims for delays.</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p>Item</p>	<p>R</p>	
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<p>94</p>	<p>Location of Temporary Buildings and Temporary Services</p> <p>The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hardstanding, and services, etc., required for his own Sub-contractors use during the construction and maintenance period.</p> <p>There is no guarantee given or implied that site conditions will be such that the Contractor will be able to erect such offices, stores and temporary accommodation within the site boundaries and it shall be the Contractors responsibility to adopt whatever measures he deems necessary in this regard and to obtain all necessary permission and pay all costs in connection therewith.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>95</p>	<p>Removal and Making Good of Temporary Works, etc. on Completion</p> <p>The Contractor shall remove all temporary works, roads, services and the like used for this contract and shall make good to the entire satisfaction of the Architect any damages resulting therefrom.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>96</p>	<p>Indemnities</p> <p>Indemnities shall be sought by the Architect from all Contractors and Sub-contractors undertaking any design responsibility.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
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<p>97</p>	<p>Commodities to be New</p> <p>All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used and/or fixed with care to ensure that they are in perfect condition when incorporated into the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works.</p> <p>F:..... V:..... T:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p>Item</p>	<p>R</p>	
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<p>98</p>	<p>Health and safety</p> <p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended as well as all current legislation related to compliance with Covid-19 health and safety requirements. 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 including specific legislated Covid-19 compliance measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations, specifically including legislated Covid-19 compliance measures and the reasonable provisions of the aforementioned health and safety specification [2.1]</p> <p>The contractor shall:</p> <ol style="list-style-type: none"> 1. Comply with the health and safety specification including legislated Covid-19 compliance measures for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations including legislated Covid-19 compliance measures and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification <p>F:..... V:..... T:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p>Item</p>	<p>R</p>	
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<p>99</p>	<p>SMME Management</p> <p>Company and head office overhead costs for the management of SMME's in accordance with the contract conditions, including the provision of a dedicated individual to fulfil this function. Training of SMME's in building up BOQ rates at the start of the project is to be priced in this item.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>			
<p>100</p>	<p>SMME Preliminaries and General</p> <p>Preliminary and general costs for SMME's including site representatives, offices, storage sheds, tools, equipment, water supplies, electric power, communications, dealing with water and access, temporary works, plant, works cleaning and clearing, etc.</p> <p>F:..... V:..... T:.....</p> <p><u>SUMMARY OF CATEGORIES</u></p> <p>Category : Fixed:.....</p> <p>Category : Value:.....</p> <p>Category : Time:.....</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p>Item</p>	<p>R</p>		

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<p>Section No. 1 Bill No. 1 Preliminaries <u>COLLECTION</u></p> <p style="text-align: center;">Brought Forward</p> <p>Total Brought Forward from Page No.</p> <p style="text-align: center;">Carried to Final Summary</p> <p>Section No. 1 Bill No. 1 Preliminaries</p>	<p style="text-align: center;">Page No</p> <p style="text-align: center;">179</p> <p style="text-align: center;">180</p>	<p style="text-align: center;">R</p>	<p style="text-align: center;">Amount</p> <hr style="border-top: 1px dashed black;"/> <hr style="border-top: 1px dashed black;"/> <hr style="border-top: 1px dashed black;"/>
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Item No		Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>DEMOLITIONS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include for bulking and loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.</p>					
<p><u>DEMOLITIONS, ETC.</u></p>					
1	Break down and remove existing reinforced concrete steps including carting away all material to a dumping site to be located by the Contractor.	m3	10		
2	Remove and cartaway existing rocks and boulders of various shapes and sizes located in random heaps across the site.	m3	50		
3	Break down and remove existing 350mm thick reinforced concrete wall including carting away all material to a dumping site to be located by the Contractor.	m2	40		
4	Take up and remove existing 60mm thick concrete and clay pavers and cartaway to a dumping site located by the contractor.	m2	300		
Carried to Collection					R
<p>Section No. 2 Bill No. 1 Demolitions</p>					

<p>5</p>	<p>Take up and remove existing 300 x 200mm rectangular concrete kerb (SABS 927 Fig. 8c) laid straight and circular, jointed and pointed in 5:1 cement mortar including concrete haunching, concrete kerb gutter not exceeding 300mm wide and cartaway to a dumping site located by the contractor.</p>	<p>m</p>	<p>150</p>		
<p>6</p>	<p>Take out and remove existing hoarding comprising of corrugated iron sheeting, steel support posts and beams and concrete bases, 2500mm high including carting away all material to a dumping site to be located by the contractor.</p>	<p>m</p>	<p>230</p>		
<p>7</p>	<p>Sawcut existing tarmac average 150mm thick.</p>	<p>m</p>	<p>150</p>		
<p>8</p>	<p>Take out and remove tree with trunk not exceeding 1000mm including excavating and removing of roots, filling hole with clean dry earthfilling and compacting to road/sidewalk specification.</p>	<p>No</p>	<p>1</p>		
<p>9</p>	<p>Take out and remove tree with trunk exceeding 1000mm but not exceeding 1500mm girth including excavating and removing of roots, filling hole with clean dry earthfilling and compacting to road/sidewalk specification.</p>	<p>No</p>	<p>1</p>		
<p>Carried to Collection</p>				<p>R</p>	
<p>Section No. 2 Bill No. 1 Demolitions</p>					

Item No	SANS Pay Ref		Unit	Quantity	Rate	Amount
		<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 2</u></p> <p><u>GENERAL SITEWORKS</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include for bulking and loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.</p>				
		<p><u>ROADS AND PAVEMENTS</u></p> <p><u>Excavations:</u></p>				
1	<u>SANS 1200A</u> 8.8.4c	Excavation by hand in all material to expose services.	m3	50		
2	<u>SANS1200DM</u> 8.3.4	Open face excavation in earth and soft rock over site to reduce levels including formation of platform compacted to 93% modified AASHTO density in 150mm thick layers with surplus material from the cut operation (cut to fill).	m3	410		
3	8.3.4	Open face excavation in earth and soft rock over site to reduce levels and cart away to stockpiles on site.	m3	164		
		<p style="text-align: center;">Carried to Collection</p> <p>Section No. 2 Bill No. 2 General Siteworks</p>			R	

4	8.3.4	Open face excavation in earth and soft rock over site to reduce levels and carting away surplus material from excavations and/or stockpiles on site to a dumping site to be located by the Contractor.	m3	7 626		
5	8.3.6a	Extra over open face excavations in earth for excavations in intermediate rock including carting away to a dumping site to be located by the Contractor.	m3	820		
6	8.3.6b	Extra over open face excavations in earth for excavations in hard rock including carting away to a dumping site to be located by the Contractor.	m3	410		
7		Allow for keeping excavations free of all water other than subterranean water. <u>Compaction of in-situ surfaces:</u>			Item	
8	8.3.3a	Rip and recompact ground surface, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% modified AASHTO density and trim to required levels. <u>Sub-base Course:</u>	m2	9 035		
9	<u>SANS1200MF</u> 8.3.3	Selected imported G5 (commercial sources) natural gravel in 150mm layers and spread, level, water and compact to 93% modified AASHTO density.	m3	328		
Carried to Collection						R
Section No. 2 Bill No. 2 General Siteworks						

		<u>Base Course:</u>					
10	SANS1200ME 8.3.3	Selected imported G6 (commercial sources) (C4 after stabilisation) natural gravel in 150mm layers and spread, level, water and compact to 95% modified AASHTO density.	m3	328			
11	8.3.2	Selected earth filling obtained from the excavations and/or prescribed stock piles on site in layers of 150mm thick compacted to 95% Mod AASHTO density	m3	200			
		<u>Geotextile reinforcement:</u>					
12		3500mm Long "Fibertex Geogrid Secugrid R (PES/PET) 120/40 R6", or equal approved, geotextile laid on fill material (fill material elsewhere).	m2	2 315			
	SANS1200ME	<u>Stabilisation:</u>					
13	8.3.5(d)	Process base/sub-base course by stabilisation (cement elsewhere).	m3	328			
14	8.3.8	Stabilising with ordinary portland cement at the rate of 3% by mass.	t	21			
		<u>Soil Tests:</u>					
		Note : Prices for soil tests must be included in the contractor's rates for earthworks items.					
		Additional soil tests to be carried out as directed by the Engineer:					
15		Modified AASHTO density tests.		Item			20 000.00
		Carried to Collection				R	
		Section No. 2 Bill No. 2 General Siteworks					

Item No	SANS Pay Ref		Unit	Quantity	Rate	Amount
		<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 3</u></p> <p><u>PAVING, KERBS, ETC.</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include for bulking and loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.</p>				
	SANS1200MK	<u>KERBS</u>				
	SANS1200MK 8.2.1	<u>150 x 300mm Half-battered concrete kerb (SABS 927 Fig. 3) jointed and pointed in 5:1 cement mortar and bedded in 15mpa concrete including all necessary excavation, backfilling, carting away, continuous concrete haunching on curves, concrete haunching at joints on straights, etc.:</u>				
1	8.2.1	Laid straight.	m	130		
2	8.2.1	Laid circular on plan not exceeding 4m radius.	m	20		
		Carried to Collection			R	
		Section No. 2 Bill No. 3 Paving, Kerbs, etc.				

	8.2.1	<u>75 x 150mm Rectangular concrete garden kerb (SABS 927 Fig. 12) jointed and pointed in 5:1 cement mortar and bedded in 15mpa concrete including all necessary excavation, backfilling, carting away, concrete haunching, etc.:</u>					
3	8.2.1	Laid straight.	m	80			
		<u>300 x 200mm Mountable concrete kerb (SABS 927 Fig. 8c) jointed and pointed in 5:1 cement mortar and bedded in 15mpa concrete including all necessary excavation, stabilised backfilling, carting away, continuous concrete haunching on curves, concrete haunching at joints on straights, etc.:</u>					
4	8.2.1	Laid straight.	m	30			
	SANS1200MK	<u>Sundries</u>					
5	<u>SANS1200MK</u> 8.2.1	25Mpa/19mm Concrete kerb gutter size overall 300 x 150mm deep extreme finished smooth with a steel trowel on all exposed surfaces to a uniform dense finish with closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 10m centres and saw cut construction joints and sealant at 2m centres including all necessary excavation, backfilling, formwork, dowels, etc.	m	130			
		Carried to Collection				R	
		Section No. 2 Bill No. 3 Paving, Kerbs, etc.					

6	8.2.1	25Mpa/19mm Concrete kerb gutter circular on plan size overall 300 x 150mm deep extreme finished smooth with a steel trowel on all exposed surfaces to a uniform dense finish with closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 10m centres and saw cut construction joints and sealant at 2m centres including all necessary formwork, dowels, excavation, backfilling, etc.	m	20		
7	8.2.1	30Mpa/19mm Concrete edge beam size 300 x 250mm deep finished smooth on all exposed surfaces to a uniform dense finish with one top corner having a 25 x 25mm chamfer with and including closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 6m centres and saw cut construction joints and sealant at 2m centres including all necessary excavation, backfilling, cutting into paving, formwork, dowels, etc.	m	15		
	SANS1200MM	<u>ROAD MARKINGS</u>				
	SANS1200MM 8.4.1	<u>Prepare and paint one coat approved white, red or yellow 1.25mm thick thermoplastic, reflective road marking paint with Class 1 reflective beads within the paint on asphalt surface as per "The Southern African Development Community - Road Traffic Signs Manual (SARTSM), June 1999 Edition, Volumes 1 to 4" all in accordance with SABS 1091-1975:</u>				
8	8.4.1	100mm Wide broken or continuous lines. Code: RM1/WM3.	m	15		
	8.3.6	<u>ROAD SIGNS</u> Carried to Collection Section No. 2 Bill No. 3 Paving, Kerbs, etc.			R	

	8.3.6	<u>Class 1 retro-reflective road sign complying with the requirements of "The Southern African Development Community - Road Traffic Signs Manual (SARTSM), June 1999 Edition, Volumes 1 to 4" all in accordance with SABS 1519, including galvanised steel support post 76mm diameter x 3mm thick x 2500mm long above finished ground level and minimum 600mm from road edge (to edge of sign) including all necessary excavation, backfilling, etc. including setting post in 25Mpa concrete base size 600mm diameter x 900mm minimum thickness:</u>					
9	8.3.6	600mm Diameter 'STOP' sign. Code: R1.	No	1			
10	8.3.6	'BUS AND MINIBUS PARKING RESERVATION SIGN' sign. Code: R327-P.	No	2			
11	8.3.6	'PARKING RESERVATION' sign. Code: R305-P.	No	2			
12	8.3.6	600mm Diameter 'NO PARKING' sign. Code: R216.	No	2			
13	8.3.6	450 x 100mm 'STREET NAME' sign as per JRA specifications. Code: GL1.	No	1			
		Carried to Collection				R	
		Section No. 2 Bill No. 3 Paving, Kerbs, etc.					

	<u>SANS1200LE</u> 8.2.1	<u>Precast concrete pipes laid in ground:</u>					
1	8.2.1	450mm Diameter precast reinforced concrete pipe to SABS 677 Type SC Class 75D with spigot and socket joints including laying in ground to falls on and including Class B bedding (SABS 1200 LB) and selected fill blanket, including excavation 1050mm wide and exceeding 1000mm and not exceeding 2000mm deep and backfilling to 93% modified AASHTO density in 150mm layers, including carting away surplus excavated material, risk of collapse, shoring, working space, dewatering of trenches, etc. (SANS1200 DB 8.3.2(a) / LB 8.2.2.3 / LE 8.2.1).	m	229			
2	8.2.1	Ditto, but exceeding 2000mm and not exceeding 3000mm deep.	m	10			
3	8.2.1	Ditto, but exceeding 3000mm and not exceeding 4000mm deep.	m	7			
4	8.2.1	Ditto, but exceeding 4000mm and not exceeding 5000mm deep.	m	5			
5	<u>SANS1200DB</u> 8.3.2(b)(1)	Extra over trench excavations for intermediate excavation.	m3	52			
6	8.3.2(b)(2)	Extra over trench excavations for hard excavation.	m3	26			
		Carried to Collection					
		Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation				R	

7	<p>SANS1200LE 8.2.8</p> <p>8.2.8</p>	<p><u>Excavate in compacted earth for and build grid inlet catchpit size 450 x 600mm internally with one brick wall sides in engineering bricks built in english bond on and including 25Mpa insitu concrete base 100mm thick with ref 245 mesh reinforcing, rendered smooth internally in 1:5 cement mortar, benching up bottom in 25Mpa concrete finished off smooth with a steel trowel and 150mm thick prestressed concrete cover slab to SABS 1504, rebated and holed for and including "Saint Gobain Stormwater GI Grate Concave ", or equal approved, cover laid in 40 x 40 x 5mm angle section framing including all formwork, reinforcing, precast lintols, backfilling in 150mm layers compacted to 90% Mod AASHTO density, compaction, filling, risk of collapse, shoring, working space, etc. (As per attached Engineers Drawing CIV-307):</u></p> <p>Grid inlet exceeding 1000mm and not exceeding 2000mm deep.</p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation</p>	No	13	R	
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	8.2.8	<p><u>Excavate in compacted earth for and build grid inlet catchpit size 750 x 300mm internally with one brick wall sides in engineering bricks built in english bond on and including 25Mpa insitu concrete base 100mm thick with ref 245 mesh reinforcing, rendered smooth internally in 1:5 cement mortar, benching up bottom in 25Mpa concrete finished off smooth with a steel trowel and 150mm thick prestressed concrete cover slab to SABS 1504, rebated and holed for and including "Saint Gobain Autolinea D400 Interlocking Ductile Iron Channel Grating", or equal approved, cover laid in 40 x 40 x 5mm angle section framing including all formwork, reinforcing, precast lintols, backfilling in 150mm layers compacted to 90% Mod AASHTO density, compaction, filling, risk of collapse, shoring, working space, etc. (As per attached Engineers Drawing CIV-307):</u></p>				
8	8.2.8	Grid inlet exceeding 1000mm and not exceeding 2000mm deep.	No	3		
9	8.2.8	Grid inlet exceeding 4000mm and not exceeding 5000mm deep.	No	1		
		<p style="text-align: center;">Carried to Collection</p> <p>Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation</p>			R	

	8.2.8	<u>Excavate in compacted earth for and build grid inlet catchpit size 750 x 300mm internally with 200mm thick 25mpa reinforced concrete wall sides with ref 617 mesh on and including 25Mpa insitu concrete base 200mm thick with ref 617 mesh reinforcing, rendered smooth internally in 1:5 cement mortar, benching up bottom in 25Mpa concrete finished off smooth with a steel trowel and including "Saint Gobain Autolinea D400 Interlocking Ductile Iron Channel Grating", or equal approved, cover laid in 40 x 40 x 5mm angle section framing including all formwork, reinforcing, compaction, filling, risk of collapse, shoring, working space, etc. (As per attached Engineers Drawing CIV-307).</u>					
10	8.2.8	Grid inlet exceeding 1000mm and not exceeding 2000mm deep.	No		1		
11	8.2.8	Grid inlet exceeding 3000mm and not exceeding 4000mm deep.	No		1		
		Carried to Collection				R	
		Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation					

12	8.2.8	<p><u>Kerb inlets, etc.:</u></p> <p>Excavate for and build kerb inlet catchpit size 2050 x 2050 x 800mm deep internally to invert with one brick wall sides in engineering bricks built in english bond on and including 20Mpa insitu concrete base 75mm thick with ref 245 mesh reinforcing, rendered smooth internally in 1:5 cement mortar, benching up bottom in 20Mpa concrete finished off smooth and 75mm thick 25Mpa concrete cover slab with ref 245 mesh reinforcing size 2000 x 1000mm on 80 x 80 x 5mm angle section frame including leaving or forming opening size 450mm diameter in wall for inlet and 450mm diameter hole for outlet pipe including all formwork, reinforcing, backfilling, compacting, transition kerbs, 8mm round bar anti-litter grilles, etc. Depth to invert exceeding 1000mm and not exceeding 2000mm. (As per attached Engineers Drawing CIV-306).</p>	No	2		
13	8.2.8	<p>Allow for cleaning existing kerb inlets, manholes. etc. (various sizes) of all rubbish, debris, etc., including cleaning of the inlet & outlet pipes for 20 metres in both directions, including removal of existing lids, relaying existing lids as per Engineer's instructions, making good & carting away all rubbish, debris, etc. to a dumping site to be located by the contractor.</p>	No	1		
		<p style="text-align: center;">Carried to Collection</p> <p>Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation</p>			R	

	SANS1200LE	<u>Manhole covers, gratings, frames, etc.:</u>					
14	<u>SANS1200LE</u> 8.2.8	300 x 300mm Heavy duty polymer concrete cover slab including frame as supplied by "civil cultured polymer products cc", or equal approved.	No	2			
15	8.2.8	450 x 450mm Heavy duty polymer concrete cover slab including frame as supplied by "civil cultured polymer products cc", or equal approved.	No	2			
16	8.2.8	1000 x 1000mm Heavy duty polymer concrete cover slab including frame as supplied by "civil cultured polymer products cc", or equal approved.	No	1			
17	8.1.2	Take up and remove existing kerb inlet cover size 4000 x 1000 x 100mm thick and cartaway to a dumping site to be located by the contractor.	No	2			
18	8.1.2	Precast concrete kerb inlet cover size 4000 x 1000 x 100mm thick secured to existing kerb inlet, including steel rod reinforcing, steel channel edging, lifting holes, 8mm round bar anti-litter grilles, etc. (as per attached Architects drawing WG 507).	No	2			
	SANS1200LE	<u>Altering Depths of Manholes</u>					
19	<u>SANS1200LE</u> 8.2.13	Carefully remove existing reinforced concrete cover slab with and including manhole cover and frame from existing 1500 x 1500mm brick electrical or telephone manhole, increase depth by bricking up and plaster not exceeding 500mm high and refix cover slab and manhole cover and frame, including making good.	No	2			
		Carried to Collection				R	
		Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation					

20	8.2.13	Carefully remove existing reinforced concrete cover slab with and including manhole cover and frame from existing 1500 x 1500mm brick electrical or telephone manhole, lower depth by breaking and carting away brick wall not exceeding 500mm high and refix cover slab and manhole cover and frame, including making good.	No	2		
21		<p><u>Connections:</u></p> <p>Cut into existing stormwater manhole for and connect new 450mm diameter precast concrete pipe, including temporary sealing off, diverting, backfilling, making good on completion.</p> <p><u>SUBSOIL DRAINAGE (AS PER ATTACHED ENGINEERS DRAWING STR-301)</u></p>	No	1		
22		19mm Crushed stone encasing to pipes.	m3	31		
23		Bidum A2, or equal approved, geofabric filter blanket wrapped around stone encasing with 150mm side and 300mm end laps including stitching.	m2	408		
24		110mm Diameter perforated uPVC class 9 agricultural pipes laid in stone encasing (stone eslewhere).	m	340		
25	<u>SANS1200L</u> 8.2.2	End cap.	No	8		
26	8.2.2	Bend.	No	4		
27	8.2.2	Tee.	No	6		
		Carried to Collection			R	
		Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation				

	SANS1200L	<u>WATER SUPPLY</u>				
28	<u>SANS1200L</u> 8.2.1	<p><u>uPVC (Class 16) water pipes with butt welded joints:</u></p> <p>110mm Diameter pipe laid in ground to falls on and including Class C bedding (SABS 1200LB) and selected fill blanket, including excavation 760mm wide and not exceeding 1000mm deep and backfilling to 90% modified AASHTO density in 150mm layers, including carting away surplus excavated material, risk of collapse, dewatering of trenches, etc.</p>	m	5		
29	<u>SANS1200L</u> 8.2.1	<p><u>HDPE (PN8) water pipes with butt welded joints:</u></p> <p>50mm Diameter pipe laid in ground to falls on and including Class C bedding (SABS 1200LB) and selected fill blanket, including excavation 760mm wide and not exceeding 1000mm deep and backfilling to 90% modified AASHTO density in 150mm layers, including carting away surplus excavated material, risk of collapse, dewatering of trenches, etc.</p>	m	274		
30	<u>SANS1200L</u> 8.2.1	<p><u>HDPE (PN10) water pipes with butt welded joints:</u></p> <p>32mm Diameter pipe laid in ground to falls on and including Class C bedding (SABS 1200LB) and selected fill blanket, including excavation 760mm wide and not exceeding 1000mm deep and backfilling to 90% modified AASHTO density in 150mm layers, including carting away surplus excavated material, risk of collapse, dewatering of trenches, etc.</p>	m	13		
		Carried to Collection			R	
		Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation				

		<u>Extra on 50mm diameter HDPE pipe for:</u>					
31	<u>SANS1200L</u> 8.2.2	End cap.	No	3			
32	8.2.2	Junction.	No	2			
33	8.2.2	Bend.	No	5			
34	8.2.2	Tee.	No	2			
35	8.2.2	50mm x 32mm Reducing tee.	No	4			
36	8.2.2	Gate valve.	No	2			
37	8.2.2	Isolating valve.	No	2			
		<u>Extra on 32mm diameter HDPE pipe for:</u>					
38	<u>SANS1200L</u> 8.2.2	End cap.	No	4			
39	8.2.2	Bend.	No	4			
40	8.2.2	110mm x 32mm Reducing tee.	No	2			
41	8.2.2	Gate valve.	No	1			
		<u>Concrete anchor blocks and pipe surrounds:</u>					
42		20Mpa Concrete in anchor or thrust blocks including additional excavation and all necessary formwork.	m3	2			
		Carried to Collection				R	
		Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation					

43		<p><u>Medium class galvanised mild steel screwed and socketed piping with Klambon joints in accordance with SABS 62:</u></p> <p>80mm Diameter pipe laid in ground to falls on and including Class C bedding (SABS 1200LB) and selected fill blanket, including excavation 760mm wide and not exceeding 1000mm deep and backfilling to 90% modified AASHTO density in 150mm layers, including carting away surplus excavated material, risk of collapse, dewatering of trenches, etc.</p>	m	8		
44		<p><u>Extra over galvanised pipes for fittings:</u></p> <p>80mm Flange adaptor.</p>	No	1		
45		<p>100mm Flange adaptor.</p>	No	2		
46		<p>100 x 80mm Hydrant tee.</p>	No	2		
47		<p>100mm x 90 Degree bend.</p>	No	2		
48	<p><u>SANS1200L</u> 8.2.2</p>	<p><u>Valves and hydrants:</u></p> <p>80mm x 65mm "Woodlands" or equal approved right angle hand wheel hydrant with single lug with and with instantaneous outlet and 80mm male BSP inlet including 80mm diameter stand pipe 1m high and 90 degree bend, bedded in and including 25Mpa concrete block size 300 x 300 x 150mm thick including all necessary excavations, formwork, backfilling, painting, denso tape, etc. (as per attached Engineers drawing CIV-301).</p>	No	1		
Carried to Collection					R	
<p>Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation</p>						

49	8.2.2	100mm "Woodlands" or equal approved twin booster set with 65mm brass booster connectors and pressure gauge including 1m high x 100mm diameter GMS stand pipe and all connections to new fire supply. (as per attached Engineers drawing CIV-301).	No	1		
50	8.2.3	50mm Diameter flanged resilient type gate valve including flange adaptor for HDPE pipes, non rising spindle, removable coupling, clockwise closing and anti-clockwise closing, excavations, backfilling, etc.	No	1		
51	8.2.3	110mm Diameter Class 16 cast iron lockable isolating valve including excavations, backfilling, etc.	No	1		
52	<u>SANS1200L</u> 8.2.3	<u>Stand pipes:</u> 20mm Brass bib tap with hose connection including 1m high x 20mm diameter GMS stand pipe, HDPE-GMS reducer, 38mm x 38mm GMS angle support and clamp, 500mm x 500mm x 50mm thick 25mpa mass concrete base, formwork, etc. (as per attached Engineers drawing CIV-301).	No	4		
53		<u>Valve chambers:</u> Valve chamber size overall 730 x 660 x 1000mm deep internally with 150mm concrete base (20Mpa) including 220mm plastered brick walls in engineering bricks and "Salberg", or equal approved, valve box with concrete lid to SABS 558-65 including all necessary excavation, backfilling, formwork, etc. (as per attached Engineers drawing CIV-302).	No	1		
Carried to Collection						
Section No. 2						
Bill No. 4						
Stormwater, Sewer, Water Reticulation						

54		<p>Valve chamber size overall 675 x 675 x 1000mm deep internally with 150mm concrete base (25Mpa) with ref. 193 mesh including 220mm plastered brick walls in engineering bricks and 610mm x 305mm x 150mm "Saint Gobain Type D/A Product No. 6660", or equal approved, cast iron cover including all necessary excavation, backfilling, formwork, etc. (as per attached Engineers drawing CIV-303).</p>	No	2		
55		<p><u>Water meters:</u></p> <p>50mm "Woltmann WP-MFD Type Model 222" or equal approved water meter with and including internal piping, valves, fittings, adaptors, base plate, excavation, backfilling, etc. installed in strict accordance with the manufacturers instructions.</p>	No	1		
56		<p><u>Connections:</u></p> <p>Cut into existing 110mm uPVC pipe for and connect new 50mm diameter HDPE pipe, including temporary sealing off, diverting, backfilling, making good on completion.</p>	No	1		
57		<p>Locate, excavate for and terminate existing 110mm diameter uPVC water pipe not exceeding 2m deep including all necessary fittings, investigations, temporary sealing off, diverting, excavation, backfilling, making good on completion.</p>	No	4		
	SANS1200LD	<p><u>SOIL DRAINAGE</u></p> <p style="text-align: center;">Carried to Collection</p> <p>Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation</p>			R	

		<p><u>uPVC heavy duty pressure piping to SABS 791 with high impact couplings (Diameters given are outside diameters):</u></p>					
58	<u>SANS1200LD</u> 8.2.1	160mm Diameter class 400 pipe laid in ground to falls on and including Class C bedding (SABS 1200LB) and selected fill blanket, including excavation in compacted earth 750mm wide and exceeding 1000mm deep and not exceeding 2000mm deep and backfilling to 90% modified AASHTO density in 150mm layers, including carting away surplus excavated material, risk of collapse, shoring, working space, dewatering of trenches, etc.	m	52			
59	8.2.1	Ditto, but exceeding 2000mm and not exceeding 3000mm deep.	m	7			
60	8.2.1	Ditto, but exceeding 3000mm and not exceeding 4000mm deep.	m	7			
		<p><u>Extra on 160mm diameter uPVC pipes for fittings:</u></p>					
61	<u>SANS1200L</u> 8.2.2	Junction.	No	2			
62	<u>SANS1200LD</u> 8.2.2	End cap.	No	1			
		<p><u>Sundries:</u></p>					
63	<u>SANS1200LD</u> 8.2.9	20Mpa Concrete in marker block size overall 200 x 100 x 1300mm high with 800mm projecting above ground including all necessary excavation, formwork, etc.	No	3			
		<p>Carried to Collection</p>					
		Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation				R	

		<p><u>Excavate in earth for and including circular type precast concrete manhole with lower chamber formed of 1000mm diameter (internally) precast concrete rings with joints sealed with bituminous putty with and including 1000mm diameter (internally) precast concrete reducer slab 150mm thick and upper chamber formed of 750mm diameter (internally) precast concrete rings, precast concrete cover slab 150mm thick with opening for and including heavy duty road type manhole cover and lockable frame as type 4 set in cement mortar and sealed in tallow and with 25Mpa concrete benching in bottom floated smooth with falls and finished on all exposed surfaces with 25mm thick granolithic with angles rounded including all necessary excavation, backfilling, carting away, risk of collapse, shoring, dewatering, concrete blinding, formwork, HDPE steps, etc. (as per attached Engineers drawing CIV-304):</u></p>					
64		Manhole exceeding 1000mm and not exceeding 2000mm deep.	No	3			
65		Manhole exceeding 3000mm and not exceeding 4000mm deep.	No	2			
66		<p><u>Connections:</u></p> <p>Cut into existing precast concrete sewer manhole for and connect new 1600mm diameter uPVC pipe, including temporary sealing off, diverting, backfilling, making good on completion.</p>	No	1			
		<p>Carried to Collection</p> <p>Section No. 2 Bill No. 4 Stormwater, Sewer, Water Reticulation</p>				R	

Item No		Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 5</u></p> <p><u>RETAINING WALLS, STEPS AND BALUSTRADES</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include for bulking and loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.</p>				
<p><u>RETAINING WALLS AND STEPS (AS PER ATTACHED ENGINEERS DRAWING STR-301)</u></p>				
<p><u>Foundations:</u></p>				
1	<p>20Mpa/19mm Concrete strip footing size 550 x 250mm deep with and including closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 6m centres and saw cut construction joints and sealant at 2m centres including all necessary excavation, backfilling, cutting into paving, formwork, reinforcement, etc.</p>	m	124	
2	<p>20Mpa/19mm Concrete strip footing size 550 x 250mm deep, circular on plan with and including closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 6m centres and saw cut construction joints and sealant at 2m centres including all necessary excavation, backfilling, cutting into paving, formwork, reinforcement, etc.</p>	m	118	
<p>Carried to Collection</p>				R
<p>Section No. 2 Bill No. 5 Retaining Walls, Steps and Balustrades</p>				

	<u>Foundation brickwork in burnt clay NFP bricks in 3:1 cement mortar:</u>				
3	One brick walls to retaining walls.	m2	185		
4	One brick walls, circular on plan to retaining walls.	m2	176		
	<u>Brickwork in burnt clay NFP bricks in 3:1 cement mortar:</u>				
5	One brick walls to retaining walls.	m2	193		
6	One brick walls, circular on plan to retaining walls.	m2	209		
	<u>Allow a Prime Cost Amount of R400/m2 for natural stone cladding bedded in class II mortar:</u>				
7	On brick walls.	m2	316		
8	On brick walls, circular on plan.	m2	326		
	<u>Coping:</u>				
9	500mm Wide x 40mm thick "Smartstone Ibanzi", or equal approved, charcoal colour smooth precast concrete paver in 1000mm long panels fixed to top of retaining walls in class II mortar including taking delivery, storing and laying in position when required in strict accordance with the manufacturers instructions.	m	124		
10	500mm Wide x 40mm thick "Smartstone Ibanzi", or equal approved, smooth precast concrete paver in 1000mm long panels fixed to top of retaining walls, circular on plan in class II mortar including taking delivery, storing and laying in position when required in strict accordance with the manufacturers instructions.	m	118		
	<u>20MPa/19mm Concrete in:</u>				
11	Steps.	m3	37		
	Carried to Collection				
	Section No. 2 Bill No. 5 Retaining Walls, Steps and Balustrades			R	

12	<p><u>Smooth formwork to sides of:</u></p> <p>Edges, risers, ends and reveals not exceeding 300mm high or wide.</p>	m	258	
13	<p><u>Mild steel reinforcement to structural concrete work:</u></p> <p>12mm Diameter bars.</p>	t	2.93	
14	<p><u>STAINLESS STEEL HANDRAILS, BALUSTRADES, ETC. TYPE 304 (18/8) (AS PER ATTACHED ARCHITECTS DRAWING A.04.2)</u></p> <p>Shop drawings are to be submitted for approval in accordance with design intent. All shop drawings are to be signed off and stamped by a qualified structural engineer as suitable for use and occupancy classification according to SANS 10160 Tables 1 and 7 prior to issuing for Architect's approval. Form 3 sign-off required by qualified structural engineer.</p> <p><u>The following in stainless steel (Grade 304) balustrading including welding, grinding, buffing, polishing and making curvature (where required) and fitting with all necessary stainless steel nuts and bolts complete with necessary accessories and stainless steel dash fasteners, cleats, brackets, cover plates, knees, bends, closed ends, etc. including all holes, bolting, hoisting and fixing in position complete:</u></p> <p>1000mm High balustrade laid raking, comprising 38.1mm x 1.5mm thick circular hollow section vertical posts at 1250mm centres curved in section and installed 150mm deep in concrete surfaces with chemical anchors and 76mm cover flange, 50.8mm x 1.5mm circular hollow section bottom rail and middle rail, 50.8mm x 1.5mm circular hollow section handrail with integrated slot for 24 x 24 LED strip light (strip light elsewhere) fixed to post with and including 12mm diameter mechanical pin connector including cover plates, connector plates, bolts, nuts, spacers, drilling holes, epoxy, etc. (balustrade type G1).</p>	m	39	
Carried to Collection				R
<p>Section No. 2 Bill No. 5 Retaining Walls, Steps and Balustrades</p>				

<p>15</p>	<p><u>The following in stainless steel (Grade 304) handrails including welding, grinding, buffing, polishing and making curvature (where required) and fitting with all necessary stainless steel nuts and bolts complete with necessary accessories and stainless steel dash fasteners, cleats, brackets, cover plates, knees, bends, closed ends, etc. including all holes, bolting, hoisting and fixing in position complete:</u></p> <p>400mm High x 50.8mm diameter x 1.5mm thick circular hollow section continuous handrail with integrated slot for 24 x 24 LED strip light (strip light elsewhere) with and including 12mm diameter pin connector at 1250mm centres; pin connector welded to 38.1mm x 1.5mm circular hollow section posts, posts built through precast concrete coping (coping elsewhere) and 150mm deep into structural concrete including 76mm cover flange, with and including cover plates, connector plates, bolts, nuts, spacers, drilling holes, epoxy, etc. (balustrade type G2).</p>	<p>m</p> <p>111</p>		
<p>16</p>	<p>Ditto, but circular on plan.</p>	<p>m</p> <p>100</p>		
<p>17</p>	<p>50.8mm Diameter x 1.5mm thick circular hollow section continuous handrail with integrated slot for 24 x 24 LED strip light (strip light elsewhere) with and including 12mm diameter L-shaped pin connector 300mm girth at 1250mm centres welded to handrail and other end built 150mm deep into rock cladding (cladding elsewhere) including 76mm cover flange, with and including cover plates, connector plates, bolts, nuts, spacers, drilling holes, epoxy, etc. (balustrade type G3).</p>	<p>m</p> <p>34</p>		
<p>Carried to Collection</p>			<p>R</p>	
<p>Section No. 2 Bill No. 5 Retaining Walls, Steps and Balustrades</p>				

Bill No	SECTION SUMMARY - Civil Work		Page No		Amount
1	Demolitions		186		
2	General Siteworks		190		
3	Paving, Kerbs, etc.		195		
4	Stormwater, Sewer, Water Reticulation		211		
5	Retaining Walls, Steps and Balustrades		216		
Carried to Final Summary					R
Section No. 2					

Item No		Quantity	Rate	Amount	
	<p><u>SECTION NO. 3</u></p> <p><u>BILL NO 1</u></p> <p><u>PROVISIONAL SUMS</u></p> <p><u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)</u></p> <p>The following sums and amounts are NETT.</p> <p>Under no circumstances may any Provisional Sum or P.C Item be altered.</p> <p>Unless a specific percentage mark up for attendance is indicated in the rate column, the amounts priced by the contractor for attendance against each Provisional Sum shall be deemed to be Lump Sum and shall not be adjusted unless the scope of the sub-contract varies significantly.</p> <p>Provisional Sums contained herein may be omitted or reduced at the employer's sole discretion and the contractor shall not be entitled to claim for any loss by way of reductions or omissions of any discount, or percentage relating to the Provisional Sums pr P.C Amounts or any loss of profit related thereto.</p> <p><u>ALLOW THE FOLLOWING PROVISIONAL SUMS</u></p> <p><u>COMMUNITY LIAISON OFFICER SALARY</u></p>				
1	Provide the amount of R90 000.00 (Ninety Thousand) for the community liaison officers salary executed complete.	Item		90 000.00	
2	Profit on above item.		%		
3	Attendance on ditto.		%		
	Carried to Collection		R		
	Section No. 3 Bill No. 1 Provisional Sums				

		Item			
	<u>BOOMS & GATES</u>				
4	Provide the amount of R80 000.00 (Eighty Thousand) for booms & gates.	Item		80 000.00	
5	Profit on above item.		%		
6	Attendance on ditto.		%		
	Carried to Collection			R	
	Section No. 3 Bill No. 1 Provisional Sums				

<p>Section No. 3 Bill No. 1 Provisional Sums <u>COLLECTION</u></p>			
<p>Total Brought Forward from Page No.</p>	<p>Page No 218</p>		<p>Amount</p>
	<p>219</p>		<p>-----</p> <p>-----</p>
<p>Section No. 3 Bill No. 1 Provisional Sums</p>	<p>Carried to Final Summary</p>	<p>R</p>	<p>-----</p> <p>-----</p>

Item	Description	Unit	Qty	Rate	Amount
	<u>ELECTRICAL INSTALLATION</u>				
1	<u>Low Voltage Cables:</u>				
	Supply and install 600/1000V PVC/PVC/SWA/PVC copper cable laid in trenches or fixed to cable trays (cable trays measured elsewhere)				
1.1	4mm ² 2-core cable	m	150		
2	<u>Cable Terminations:</u>				
	Supply and install cable terminations for 600/1000V PVC/PVC/SWA/PVC copper cables				
2.1	4mm ² 2-core cable	No.	2		
3	<u>Earthing:</u>				
	Bare copper earth conductor installed and strapped to cable (cable measured elsewhere) and building earthing				
3.1	2.5mm ² BCEW	m	150		
4	<u>Earth Conductor Termination:</u>				
	Termination for bare insulated copper conductors including lugs and connections				
4.1	2.5mm ² BCEW	No.	2		
5	<u>Sleeves:</u>				
	Sleeve piping including short lengths and jointing, laid in trench (trench filling measured elsewhere)				
5.1	50mm Diameter Sleeve	m	20		
6	<u>Excavation:</u>				
	Excavation of cable and sleeve pipe trenches including bedding, covering, backfilling and compaction				
6.1	Pickable Soil	m ³	8		
6.2	Soft Rock	m ³	8		
6.3	Hard Rock	m ³	5		
6.4	Extra-over for cable sleeve pipe trenches under roads, buildings, parking areas and paved areas (refer to specifications for compaction and tests)	m ³	10		
6.5	Cable warning tape placed 150mm above cables in excavations	m	250		
7	<u>Distribution Boards:</u>				
	Additions to existing Electrical Distribution Kiosk-02				
7.1	Supply and install 30A 1P circuit breaker	No.	2		
8	<u>Conduits and Accessories:</u>				
	Conduits chased into walls or fixed in ceiling voids				
8.1	20mm diameter galvanised conduit	m	30		
	Conduit boxes and fittings chased into walls or fixed in ceiling voids				
8.2	Outdoor weatherproof utility boxes for cable terminations	No.	2		
9	<u>Conductors:</u>				
	Bare stranded copper earth conductor drawn into wireways				
9.1	2,5mm ²	m	80		
	PVC Insulated stranded copper conductor drawn into wireways				
9.2	2,5mm ²	m	160		
10	<u>Light Switches:</u>				
10.1	National 16A photocell unit with bracket	No.	1		
	SUB-TOTAL PAGE 1 : CARRIED FORWARD TO SUMMARY PAGE				

**CONSTITUTION HILL
BILL OF QUANTITIES: LANDSCAPING**

ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	RATE	TOTAL
.					
1	P&G'S				
1.1	SUBTOTAL:				
.					
2	STREET FURNITURE				
2.1	Wilson stone bollard - Noetzie major	No.	10.00		
2.2	Wilson stone: Block seat	No.	10.00		
2.3	Recycling dustbin	No.	10.00		
2.4	SUBTOTAL: STREET FURNITURE				
.					
3	PLANTING				
3.1	SOIL PREPARATION				
3.1.1	FIELD	m ²			
3.1.1.1	Shape insitu material from stockpiles, compact in layers of 150mm to 87 % Mod AASHTO density	m ³	1 049.28		
3.1.1.2	Top layer - Sift insitu stockpile sources, and spread top soiling 100 mm thick	m ³	699.52		
3.1.1.3	Cultivation and preparation of areas to be planted (100mm)	m ²	6 995.20		
3.1.1.4	Supply and apply NPK compost and Fertilizer 5:1:5	kg	699.52		
3.1.1.5	Supply and apply Superphosphate Fertilizer at 100g/m ²	kg	699.52		
3.1.1.6	Supply and apply Bonemeal Fertilizer at 100g/m ²	kg	699.52		
3.1.1.7	Supply and cultivate compost at 1 m ³ /20 m ²	m ³	209.86		
3.1.1.8	Final shaping by hand with rakes and spades	m ²	6 995.20		
3.2	SUBTOTAL: SOIL PREPARATION				
3.2.1	SHRUBS AND GROUNDCOVERS				
3.2.1.1	Cultivation and preparation of areas to be planted	m ²	127.70		
3.2.1.2	Rip and rotovate soil 300 mm deep. Cultivate soil to a depth of 200 mm after fertilising	m ²	127.70		
3.2.1.3	Fertilizing with 2.3.2 fertilizer spread at a rate of 0,1 kg/m ² and well irrigated after completion of planting	kg	12.77		
3.2.1.4	Supply and apply Superphosphate Fertilizer at 100g/m ²	kg	12.77		
3.2.1.5	Shrub areas: Supply and cultivate compost at 1 m ³ /20 m ²	m ³	12.77		
3.2.1.6	Final shaping by hand with rakes and spades	m ²	127.70		
3.2.2	SUBTOTAL: SHRUBS AND GROUNDCOVERS				
3.2.3	TREES				
3.2.3.1	Excavate and prepare tree holes with fertilizers listed below: Each hole must be greater of 1x1x1 meter or twice as wide and 1.5 times as deep as the root ball of the tree to be planted	No.	28.00		
3.2.3.2	Agriculture fertilizer Tablets (Agriform) at 3 tablets per tree	No.	84.00		
3.2.3.3	Bone meal at 100g per tree hole	kg	2.80		
3.2.3.4	Seamungus or similar approved apply as a pre-plant application (mixed with excavated soil) at 500g per tree hole	kg	14.00		
3.2.3.5	Compost, mix with excavated soil at a compost rate of 1 m ³ / 10 trees	m ³	3.00		
3.3	SUBTOTAL: TREES				
3.4	TOTAL: SOIL PREPARATION				
.					
3.5	PLANTING LAWN				
3.5.1	Supply and plant Kikuyu instant lawn sods.- Fields	m ²	6 995		
3.6	SHRUBS AND GROUNDCOVERS				
3.6.1	Supply and plant				
3.6.2	Strelizia regina (20lt)	No.	100		
3.6.3	Bulbine frutescens (1lt)	No.	100		
3.6.4	Carissa macrocarpa - green carpet (4lt)	No.	100		
3.6.5	Plectranthus fruticosus (4lt)	No.	100		
3.6.6	Plectranthus neochilis (4lt)	No.	100		
3.6.7	Mackaya bella Harv (20lt)	No.	100		
3.6.8	Jasminum angulare Vahl (4lt)	No.	100		
3.6.9	Plumbago blue (4lt)	No.	100		
3.6.10	Techomaria red (4lt)	No.	100		
3.7	SUBTOTAL: SHRUBS AND GROUNDCOVERS				
3.8	PLANTING TREES				
3.8.1	Supply and install wood stakes and ties	Stake	12.00		
3.8.2	Olea europaea L. subsp. Africana - (400l) (Ht 4m Canopy (2.4) Stem (8-10cm)	No.	6.00		
3.8.3	Combretum erythrophyllum - (400l) (Ht 4m Canopy (2.4) Stem (8-10cm)	No.	6.00		
3.9	SUBTOTAL: PLANTING TREES				
3.9.0.1	TOTAL: PLANTING				
.					
4	MAINTENANCE				
4.0.1	Maintenance of the site by watering, cutting grass, cutting of edges, weeding, and replacing dead plants	month	6.00		
4.1	TOTAL: MAINTENANCE				

**CONSTITUTION HILL
BILL OF QUANTITIES: LANDSCAPING**

ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	RATE	TOTAL
5	IRRIGATION				
5.1	Water Connection				
5.1.1	GN32 - NIPPLE BARREL GALV 32MM		2.00		
5.1.2	H-GV32 - VALVE GATE BRASS 32MM		1.00		
5.1.3	CPRV-11/4 - 32MM BSP P.R.VALVE		1.00		
5.1.4	VB430 - 430MM X 300MM RECT.VALVE BOX		1.00		
5.2	Mainline				
5.2.1	CMA63X11/4 - SAB 63X11/4in COMP MALE ADAPTER		1.00		
5.2.2	HD063PN08 - 63MM PN08 HDPE PIPE SANS PE100		350.00		
5.2.3	CE63 - SAB 63MM COMP ELBOW		3.00		
5.2.4	CC63 - SAB 63MM COMP COUPLING		4.00		
5.2.5	CT63 - SAB 63MM COMPRESSION TEE		4.00		
5.3	Sprayline				
5.3.1	HPS63X1 - SAB 63X1 HIGH PRESSURE SADDLE		7.00		
5.3.2	CFE63X11/2 - SAB 63X11/2in COMP FEMALE ELBOW		6.00		
5.3.3	CMA32X11/2 - SAB 32X11/2in COMP MALE ADAPTOR		6.00		
5.3.4	CMA32X1 - SAB 32X1in COMP MALE ADAPTOR		7.00		
5.3.5	HD032PN10 - 32MM PN10 HDPE PIPE SANS PE100		13.00		
5.3.6	CME32X1 - SAB 32X1in COMP MALE ELBOW		13.00		
5.3.7	H-V202100 - 1" PVC BALL VALVE COMPACT BSP THR		13.00		
5.3.8	VB250 - 250MM ROUND VALVE BOX WITH LID		13.00		
5.3.9	LD25C4 - 25 CLASS 4 LDPE PIPE		1 650.00		
5.3.10	LD15C4 - 15 CLASS 4 LDPE		293.00		
5.3.11	RB1804 - 1804 R/BIRD POP-UP 100mm		228.00		
5.3.12	6300 - SHRUB ADAPTER (PA400)		21.00		
5.3.13	MBP651 - EMJAY PP SOCKET 1/2" (15MM) BSP		21.00		
5.3.14	PR15X0.75 - 15MM X 0.75M GREEN PVC RISER		21.00		
5.3.15	RB3504 - RAINBIRD GEAR DRIVE POP UP F/PC		65.00		
5.3.16	MBP651 - EMJAY PP SOCKET 1/2" (15MM) BSP		65.00		
5.3.17	PR15X0.75 - 15MM X 0.75M GREEN PVC RISER		65.00		
5.3.18	MP1 VAR - *NELSON MP1000 ROTATOR		166.00		
5.3.19	MP2 VAR - *NELSON MP2000 ROTATOR		35.00		
5.3.20	MP3 VAR - *NELSON MP3000 ROTATOR		48.00		
5.3.21	FF1350 - ELBOW MALE COMB FULL FLOW 25X1		13.00		
5.3.22	FF1050 - TEE FULL FLOW 25MM		13.00		
5.3.23	FF1050 - TEE FULL FLOW 25MM		52.00		
5.3.24	FF1060 - ELBOW FULL FLOW 25MM		42.00		
5.3.25	FF1040 - CONNECTOR FULL FLOW 25MM		10.00		
5.3.26	FF1070 - REDUCING TEE FULL FLOW 25X15		236.00		
5.3.27	FF1110 - REDUCING COUPLING FULL FLOW 25X15		78.00		
5.3.28	FF1013 - ELBOW FULL FLOW 15MM		293.00		
5.3.29	FF1021 - MALE ADAPTER FULL FLOW 15MM		293.00		
5.3.30	FF1015 - ELBOW MALE COMB FULL FLOW 15X1/2in		86.00		
5.3.31	FF1002 - CONNECTOR FULL FLOW 15MM		7.00		
5.4	Automation				
5.4.1	RBESP-4ME - RAINBIRD 4 STN MODULAR CONT		1.00		
5.4.2	RBESP3MOD - RAINBIRD 3 STATION MODULE FOR RBESP4M		1.00		
5.4.3	RBESP6MOD - RAINBIRD 6 STATION MODULE FOR RBESP4M		1.00		
5.4.4	BSQ9 - SQUARE BATTERY		1.00		
5.4.5	MBP510 - EMJAY PP NIPPLE 1" (25MM) BSP		13.00		
5.4.6	RB100DVF - RAINBIRD 25mm GLOBE SOLENOID VALVE C/W FC		13.00		
5.4.7	ES - EARTH SPIKE 1.2M WITH BOLT&NUT		1.00		
5.4.8	EC10 - 10MM EARTH CABLE		5.00		
5.4.9	ZED31-2 - TWO WIRE LIGHTING ARRESTORS		1.00		
5.4.10	RBRSD - RAINBIRD RAINTRIP RAINSENSOR WIRED		1.00		
5.4.11	PF1.5BLACK - 1.5MM SOL CABLE G.P. BLACK		400.00		
5.4.12	PF1.5RED - 1.5MM SOL CABLE G.P. RED		1 100.00		
5.4.13	WCC - WATERPROOF CABLE CONNECTOR		41.00		
5.5	Labour				
5.5.1	LABMAINSTD - M-LINE LAB,TRENCH, INST.&BACKFILL UP TO 500MM DEEP		350.00		
5.5.2	LABSPRAY - SPRAYLINE LABOUR TRENCH & BACKFILL UP TO 450MM		1 650.00		
5.6	Contingencies				
5.6.1	MISC WCP FITT - CONN. TO EXIST. MAINS,PTFE,HEMP,ADD. FITTINGS ETC.		1.00		
5.6.2	MISC PIPE FITT - DANGERTAPE,IT,ADD PIPE FITTING-COUPLING,ELBOWS ETC		1.00		
5.6.3	MISC SPRAY FIT - FLAGS,PTFE,INS TAPE,REP COUPLING,ADD FF FITTINGS		13.00		
5.6.4	MISC AUTO FITT - CONDUIT,FASTENERS,GLANDS, INS. TAPE, JUNCTION BOX		1.00		
5.7	SUBTOTAL: IRRIGATION				
6	PAVING				

**CONSTITUTION HILL
BILL OF QUANTITIES: LANDSCAPING**

ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	RATE	TOTAL
	Approved brand of anti-termite soil poison & weedkiller is to be applied under paving by a Registered Company and guaranteed for ten years. To be included in paving rates. Paving shall be laid on 20mm (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere). To be included in paving rates. Clean plaster sand shall be swept into joints between roadstones. To be included in paving rates.				
6.0.1	Corrobrick burgandy paver	m ²	1 509.90		
6.0.2	Tactile Paver - Warning Grey - 400x400x60 mm	m ²	20.00		
6.0.3	Tactile Paver - Directional Grey - 400x400x60 mm	m ²	20.00		
6.0.4	Cobble stone - Grey (110x100mm) Smartstone or similar	m ²	20.00		
6.0.5	Stone Pitching	m ²	20.00		
6.0.6	Sudpave permeable paver (500 x 500 x 27) - tree rings	m ²	-		
6.0.7	Stone aggregate (19mm) - Colour: Table Mountain - To be approved by LA	m ³	-		
6.0.8	SUBTOTAL: PAVING				
6.1	EDGING (As per detail)				
6.1.1	Cobble stone - Grey (110x100mm) Smartstone or similar	m ²	236.24		
6.1.2	Corrobrick burgandy paver	m ²	99.95		
6.1.3	Concrete Foundation (25MPa): 650 x 200mm	m ³	9.09		
6.1.4	SUBTOTAL: EDGING (As per detail)				
7	CONSTRUCTION				
7.1	TERRACES				
7.1.1	Excavate for foundation not exceeding 600mm deep: Excavate through in-situ	m ³	54		
7.1.2	Import G5 material. A 150mm layer should be placed directly above the G7 layer	ton	19		
7.1.3	Concrete foundation: Supply and pour concrete stone, cement, sand materials	m ³	26		
7.1.4	Supply Stock brick	m ²	192		
7.1.5	Supply Facebrick wall Burgandy	m ²	192		
7.1.6	Construct 110mm Stock brick Wall with brickforce every second course	m ²	192		
7.1.7	Construct 110mm Face brick Wall with brickforce every second course	m ²	192		
7.1.8	Bullnose Rollercourse: Supply and construct a roller course layer with an approved matching bull nosed facebrick	m	319		
7.1.9	Concrete foundation for mowing edge	m ³	6		
7.1.10	Mowing edge brick to match clay paving brick	m ²	70		
7.1.11	SUBTOTAL: TERRACES				
7.2	PLANTER / STONE SEATING WALLS (500x600)				
	Excavate for foundation: Excavate through in-situ material to competent material below natural ground level. Rip and re-compact competent in-situ material to 93% Mod AASHTO density	m ³	28		
7.2.1	G5 Fill		10		
7.2.2	Concrete Foundation (25MPa): 650 x 200mm	m ³	14		
7.2.3	Ref 100 Steel Reinforcing Welded Mesh - foundation	m ²	38		
7.2.4	Supply Stock brick	m ²	57		
7.2.5	Construct 220 mm Stockbrick Wall with brickforce every second course	m ²	264		
7.2.6	Stone cladding with approved stone cladding	m ²	132		
7.2.7	Backfill: Backfill in layers of five brick courses max. using in-situ soil. Compact each layer	m ³	45		
7.2.8	Precast concrete top to approval of Landscape Architect (500x500x100mm)	m	4		
7.2.9	Strip lighting	m	94		
7.2.10	SUBTOTAL: PLANTER / STONE SEATING WALLS (500x600)				
7.3	BOUNDARY WALL ENBANKMENTS (800x330)				
	Excavate for foundation: Excavate through in-situ material to competent material below natural ground level. Rip and re-compact competent in-situ material to 93% Mod AASHTO density	m ³	22		
7.3.1	G5 Fill		8		
7.3.2	Concrete Foundation (25MPa): 650 x 200mm	m ³	11		
7.3.3	Ref 100 Steel Reinforcing Welded Mesh - foundation	m ²	84		
7.3.4	Supply Stock brick	m ²	84		
7.3.5	Construct 110 mm Stockbrick Wall with brickforce every second course	m ²	75		
7.3.6	Stone cladding to spec (both sides)	m ²	150		
7.3.7	Precast concrete top (330x500x100mm)	m	94		
7.3.8	SUBTOTAL: BOUNDARY WALL ENBANKMENTS (800x330)				
9	TOTAL (EXCL. VAT) CARRIED TO FINAL SUMMARY				

Section No		Page No	Amount
<u>FINAL SUMMARY</u>			
1	Preliminaries & General	183	
2	Civil Work	217	
3	Provisional Sums	220	
4	Electrical Installation	223	
5	Landscaping Installation	226	
	Sub-Total		R
	CONTINGENCIES		
	Allow the amount of R600,000.00 for contingencies, to be used at the discretion of the Principal Agent and deducted in whole or in part if not required.		R
	Sub-Total		R
	ADD VAT @ 15%		R
	Carried to Form of Offer		R

PART C3: SCOPE OF WORKS

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2	C3.2 ENGINEERING	229
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	<i>Health & Safety Specifications</i>	

PART C3: SCOPE OF WORK CONTENTS

4 C3.1 DESCRIPTION OF WORKS

C3.1.1 CONHILL's objectives

CONHILL aims at construction of the new Peoples Park at Constitution Hill on the corner of Sam Hancock Street and Queens Road in Braamfontein, Johannesburg

The overall objective of the proposed park is the create a public park in keeping with the ethos of the Constitution Hill precinct. The park will be accessible to the public and will also be used by Constitution Hill for gatherings and public events. The site is located to the south of the Constitutional Court, and is bounded by Solitary Lane to the south, Sam Hancock Street to the north, and Hospital Street to the east

The 'People Park' project is for the construction of a public park within the Constitution Hill Precinct. The park is to exemplify the values of the constitution - being accessible to the public and available for use as a gathering space and for events from time to time. It will also serve as a valuable recreation space for the adjoining communities, particularly for the children of nearby schools for whom it will be a safe play area.

C3.1.2 Overview of the Works

The works comprises the construction of a new park at Constitution Hill.

C3.1.3 Extent of Works

The works described above will not be limited to the above description. These will be in line with the BOQ for the entire project scope. The extent of the works includes:

- Site Establishment, site office and site personnel
- Bulk earthworks
- Paving, kerbs, tactile pavers, etc.
- New steps and balustrades
- Retaining walls including foundations, stone cladding and handrails
- Bulk services comprising of sewer, water, fire water, stormwater and electrical
- Terraced steps
- Electrical installation
- Landscaping and irrigation installation

C3.1.4 Location of the Works

Corner of Sam Hancock Street and Queens Road in Braamfontein, Johannesburg

C3.1.5 Temporary Works

- Barricaded yard – hoarding of materials
- Temporary site office for contractor which are to also be used for meeting

5 C3.2 ENGINEERING

C3.2.1 Design

The designs have been done in accordance with South African building regulations and standards. Depending on the design type or discipline, the relevant standards according to SANS were observed. Due to unpredictability of the expected tenants to utilise the end product, partial and full safety factors were included in design loadings and inputs in order to avoid under-estimating and also as a measure of catering for future demands when designing the bulk earthworks and bulk reticulations within the site.

C3.2.2 City of Johannesburg Design Standards

All drawings provided comply with Johannesburg Metropolitan Municipality (CoJMM) standard requirement.

C3.2.3 Contractor's Design

The contractor will be allowed to improve on or a recommendation.

C3.2.4 Drawings

Only dimensions provided in the drawings should be used.

C3.2.5 Design procedure

No design available

6 C3.3 PROCUREMENT

C3.3.1 Preferential Procurement

In line with government policies to empower emerging previously disadvantaged businesses, CONHILL would prefer that 30% of the contract is procured from local emerging contractors. The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor shall in general, maximise the involvement of the local community.

C3.3.2 Subcontracting

The contractor is to submit a list of all his intended subcontractors as part of this submission. The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of JBCC's Principal Building Contract.

7 C3.4 CONSTRUCTION

C3.4.1 Site establishment

The contractor shall establish his construction camps, offices, workshops and testing facilities on the site in a manner that does not adversely affect the environment.

C3.4.2 Plant & Construction equipment

The minimum required construction equipment that will be used for this contract is not prescribed.

C3.4.3 Existing services

The building is existing, no wayleaves were acquired. Therefore, it is the responsibility of the contractor to protect the existing services on site during construction.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Compiled for

CONSTITUTION HILL DEVELOPMENT COMPANY

For

CONSTITUTION HILL PEOPLES PARK

1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Constitution Hill Development Company, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in the Act and the Regulations made there-under. In terms of Section 7 of the Act read with the Construction Regulation 5, the Principal Contractor shall be responsible for the Health & Safety Policy for the site as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here -in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Constitution Hill Development Company. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

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

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to all the projects, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Client pertaining to the

health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Client is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. **(All references to the singular shall also be regarded as references to the plural)**

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Constitution Hill Development Company. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on *inter alia*:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations 2014 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS

In this document, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) **"Assistant Construction Supervisor"** means a competent person appointed in accordance with regulation 8.(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- b) **"Bulk mixing Plant Supervisor"** means a competent person appointed in accordance with regulation 20.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- c) **"Construction Health and Safety Officer"** means a competent person appointed in accordance with regulation 8.(6) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.

- d) **“Construction Manager”** means a competent person appointed on a full-time basis in accordance with regulation 8.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- e) **“Construction Vehicles & Mobile Plant Inspector”** means a competent person appointed in accordance with regulation 23.(1)(k) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- f) **“Principal Contractor”** means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2014.
- g) **“Demolition Work Supervisor”** means a competent person appointed in accordance with regulation 14.(1) of the Construction Regulations, 2014, in writing by the Contractor with written notification to the Engineer.
- h) **“Employer’s Designer”** means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- i) **“Contractor’s Designer”** means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Engineer and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.
- j) **“Electrical Temporary Installation Inspector”** means a competent person appointed in accordance with regulation 24.(d) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- k) **“Employer”** means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the “Client”, in the Occupational Health and Safety Act, 1993 and its regulations.
- l) **“Engineer”** means the natural or juristic person or partnership named as the Engineer in the Conditions of Contract and appointed by the Employer to act as the Engineer in terms of this Contract.
- m) **“Engineer’s Representative”** means the person appointed by the Engineer in terms of Clause 2 of the Conditions of Contract.
- n) **“Excavation Work Supervisor”** means a competent person appointed in accordance with regulation 13.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- o) **“Explosive Powered Tools Issuer”** means a competent person appointed in accordance with regulation 21.(2)(g)(i) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- p) **“Fall Protection Developer”** means a competent person appointed in accordance with regulation 10.(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- q) **“Fire Extinguisher Inspector”** means a competent person appointed in accordance with regulation 29.(h) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- r) **“Temporary Works Supervisor”** means a competent person appointed in accordance with regulation 17.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- s) **“Hazard”** means any object, action or condition that can potentially harm the health and safety of persons or property.
- t) **“Hazard Identification”** means the identification and documenting of existing or expected hazards.
- u) **“Health and Safety Manager”** means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- v) **“Health and Safety Plan”** means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- w) **“Health and Safety Specification”** means a documented specification of all health and safety requirements and criteria to mitigate, reduce or control hazards identified.
- x) **“Health and Safety Representative”** means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
- y) **“Ladder Inspector”** means a competent person appointed in accordance with regulation 13 of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.
- z) **“Material Hoist Inspector”** means a competent person appointed in accordance with regulation. (8)(a) of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Engineer.

- aa) **“Method Statement”** means a document detailing the key activities to mitigate, reduce or control hazards identified.
- bb) **“Professional Engineer”** means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- cc) **“Professional Technologist”** means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- dd) **“Risk”** means the likely occurrence and impact of a hazard.
- ee) **“Risk Assessment”** means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- ff) **“Risk Assessor”** means a competent person appointed in accordance with regulation 9.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- gg) **“Health and Safety Agent”** means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- hh) **“Scaffolding Supervisor”** means a competent person appointed in accordance with regulation 16.(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- ii) **“Stacking Supervisor”** means a competent person appointed in accordance with regulation 28.(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- jj) **“Contractor”** means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- kk) **“Suspended Platforms Supervisor”** means a competent person appointed in accordance with regulation 17 (1) of the Construction Regulations, 2014, in writing by the Principal Contractor, with written notification to the Engineer.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

5.1.1.1 The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

5.1.1.2 The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

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

5.1.1.4 The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

5.1.1.5 All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR OH&S

5.1.2.1 Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The competent appointments in Annexure B are required to ensure compliance to the Act, Regulations and Safety Standards.

5.2 COMMUNICATION & LIAISON

5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

6.1 The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

6.2 The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

6.3 (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor’s Health and Safety Plan.

7. RESPONSIBILITIES 7.1

CLIENT

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for each project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

7.1.4.1 have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

7.1.4.2 have failed to implement or maintain their health and safety plan;

7.1.4.3 have executed construction work which is not in accordance with their health and safety plan; or

7.1.4.4 act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 PRINCIPAL CONTRACTOR

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Section 4 of the Construction Regulations. Annexure 2 of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client 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. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a renderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act, the Construction Regulations and Disaster Management Regulations are complied with as if they were the Principal Contractor.

7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

8. SCOPE OF WORK

8.1 These specifications are applicable to the scope of works of both civil engineering and architectural building projects as detailed in their specific tender documents, this amongst all includes for example:

- Site Establishment, site office and site personnel
- Bulk earthworks
- Paving, kerbs, tactile pavers, etc.
- New steps and balustrades
- Retaining walls including foundations, stone cladding and handrails
- Bulk services comprising of sewer, water, fire water, stormwater and electrical
- Terraced steps
- Structural concrete shell to VIP area
- Electrical installation
- Landscaping and irrigation installation

N.B Construction Regulation 5(3) (g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

9. HEALTH AND SAFETY FILE

The Principal Contractor shall prepare, and update on at least on a monthly basis, a properly indexed Health and Safety File for the project. This file will evolve during the construction phase and is to be handed over to the Client on completion of the construction work on site. The Project Health and Safety File shall contain:

- The names and addresses and contact details of the Principal Contractor
- The names and addresses of all other Contractors that work on the project, copies of their agreements with the Principal Contractor and the type of work that each one is carrying/has carried out.
- The original and all subsequent versions/revisions of the Health and Safety Plan and the Annexures and Appendices thereto.

- All information specifically called for in the OHS Act and the Construction Regulations and this specification and any other pertinent information relating to health and safety on the project that is considered relevant.
- The geo-science report, design loadings of the structure(s) and methods and sequence of construction issued to the Principal Contractor by the Engineer and/or the Client, where applicable.
- The safe work procedures/Method Statements developed by the Principal Contractor and all other Contractors.
- Details of any special or unusual materials forming part of the completed works.
- All relevant information concerning the completed works. This information shall comprise the record/"as built" drawings prepared by the Engineer, copies of which will be issued to the Principal Contractor for inclusion in the File, and the operating and maintenance instructions and all relevant information relating to any unusual or special features of the completed works that could affect health and safety of the end users. When compiling this data, consideration must be given to all information that may be relevant to possible future alterations and/or demolition of all or part of the works.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

10.1 The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

11.1 Hazard Identification & Risk Assessment (HIRA)

This section of the specification provides guidelines for the Principal Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the *Construction Regulations 2014*. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Principal Contractor staff intending to prepare risk assessments should be trained and suitably experienced in the application of risk assessments principles.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the *Construction Regulations* will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the works shall be an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

11.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Principal Contractor will be required to carry out the following three forms of risk assessment:

11.2.1 Baseline risk assessments

The Principal Contractor will be required carry out a risk assessment before the commencement of construction activities on the works. This baseline risk assessment will form part of the Contractor's Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

11.2.2 Issue-based risk assessments

The Principal Contractor will be required to carry out separate risk assessments during construction of the works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- New tasks

11.2.3 Continuous risk assessments

The *Occupational Health and Safety Act* specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk-free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

11.3 Methodology for the Preparation of Risk Assessments

The Principal Contractor shall in the preparation of his risk assessments, follow the following general principles:

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary, co-opt expert personnel for complex risk assessments and aspects of risk assessments that require expert judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

11.4 Monitoring and Review

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program

entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

11.5 Communication and Consultation

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include all employees.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

The Health and Safety Agent, appointed by the Client, shall conduct monthly Health and Safety Audits of the construction work operations including a full audit of physical site activities as well as an audit of the administration of health and safety. The Principal Contractor shall cooperate and participate fully with the audits so as to ensure that all aspects are covered.

Further, the Construction Manager or his delegate must sit in all opening and closing meetings of the audit sessions.

The Principal Contractor is obligated to conduct similar audits on himself and Contractors that they have appointed. The Principal Contractor must also appoint an SHE Manager (from their head office) to monitor and drive health and safety compliance. The SHE Manager must be registered with South African Council for Project and Construction Management Professions (SACPCMP) as Construction Health and Safety Manager (CHSM). Detailed reports of the audit findings shall be reported on at all levels of project management meetings/forums. Copies of all audit reports shall be kept in the Project Health and Safety File.

12.3 INCIDENTS REPORTING

Each Injury that occurs is to be categorized into near-miss/near-hit, first aid, medical treatment injury, disabling, or fatal and must be reported on the prescribed form. The Principal Contractor must document in its construction phase Health and Safety Plan how it will handle each of these categories of injury. When reporting injuries to the Client, these aforementioned categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the four categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed

injury report at least monthly and copies of these reports shall be kept in the Project Health and Safety File.

Appropriate forms must be used to report injuries to the Department of Labour on the WCL 2 forms, as appropriate.

14. SITE RULES AND OTHER RESTRICTIONS

14.1 Site OH&S Rules

14.1.1 The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

14.1.2 When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary including masks as mandatory. All employees and visitors shall be screened for Covid 19.

14.2 Security Arrangements

14.2.1 The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

14.2.2 The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

14.2.3 If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

14.3 Training

14.3.1 Induction of Site Personnel

The Principal Contractor shall ensure that all site personnel, including those of all other Contractors, undergo **risk-specific** H&S induction training before starting work. A record of attendance at every induction session shall be kept in the Project Health and Safety File. A risk-specific induction manual must be compiled by the Principal Contractor, on which all entry inductions will be based. A suitable venue must be made available by the Principal Contractor to accommodate this training.

14.3.2. Awareness of Site Personnel

The Principal Contractor shall ensure that periodic 'toolbox talks' take place on site. These talks should deal with risks relevant to the construction work at hand. The Principal Contractor and all Contractors shall conduct 'toolbox' talks daily with their own employees. A record of attendance at each 'toolbox talk' shall be kept in the Project Health and Safety File.

14.3.3 Competency of Site Personnel

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This will have to be assessed on a regular basis by, for example, periodic H&S audits, progress meetings, etc. The Principal Contractor will be responsible for ensuring that only competent Contractors are appointed to carry out specific tasks.

14.3.4 Public and Site Visitor Health & Safety

Both the Client and the Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and site visitors from being adversely affected by the construction activities.

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers. Appropriate H&S notices and signs shall be posted up, but this shall not be the only measure taken.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions/briefings shall be kept in the Project H&S File.

14.4 First Aid Boxes and First Aid Training

The Principal Contractor and all other Contractors shall appoint First Aider(s) in writing. All Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times. The appointed First Aider(s) are to be sent for accredited First Aid training. Copies of the valid First Aid certificates for each First Aider are to be kept in the Project H&S File. The Principal Contractor shall provide an on-site First Aid Station with First Aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box(es).

14.5 Alcohol and other Drugs

Alcohol and drug/other substance abuse have been shown to be a problem in the construction industry. No alcohol or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and details of the disciplinary action taken must be forwarded to the Client for his records.

14.6 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with and wear full body overalls, hard hats, reflective vests, steel-toe safety shoes, and specific PPE wherever such equipment is identified in the SWP's, Method Statement or Risk Assessments as being necessary for particular tasks. Personal Protective Equipment (PPE) indicated in *italic* above shall be standard and mandatory to all entering the works area. The Principal Contractor and all other Contractors shall make provision for; and keep adequate quantities of approved PPE on site at all times. The Principal Contractor shall clearly outline in the Health and Safety Plan the procedures to be taken when PPE or clothing is lost, stolen, worn out, or damaged. This procedure applies to all Contractors, as they are all Employers in their own right.

14.7 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and all Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

14.8 Occupational Health and Safety (OHS) Signage

The Principal Contractor shall provide adequate on-site Health and Safety signage in the construction. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, power-lines, scaffolding, and other potential risk areas/operations.

14.9 H&S Representatives (SHE-Reps – ‘safety, health & environment’)

The Principal Contractor and all other Contractors shall, after due consultation with the parties concerned, ensure that a Health and Safety Representative is appointed in writing as soon as there are 20 persons employed on a site. Additional Health and Safety Representatives are required once the workforce exceeds 50 persons. Copies of the appointments are to be attached to the Health and Safety Plan. Each Health and Safety Representative is to be trained to carry out their respective functions and must carry out regular inspections, keep records, and report all findings to the responsible person forthwith, and also at the Health and Safety Committee meeting. Copies of these documents are to be kept in the Project Health & Safety File.

14.10 Establishment of H&S Committee(s)

Provided that two or more Safety Representatives have been designated, the Principal Contractor shall ensure that at least one Health and Safety Committee is established, and that Health and Safety Committee meetings are held at least monthly and that minutes are kept on record. Meetings must be convened and chaired by the Principal Contractor’s Construction Manager. All of the Principal Contractor’s and other Contractors’ responsible persons and H&S Representatives shall attend the monthly H&S meetings. Contractors shall also have their own internal H&S committees as required in terms of the OHS Act and copies of their agendas and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis. Copies of all H&S committees’ agendas, attendance registers and minutes are to be kept in the Project Health and Safety File.

10. PROJECT/SITE SPECIFIC REQUIREMENTS

14.3.3. Site Establishment

The Principal Contractor shall establish on the site as per the Engineer’s directive on the laydown area allocated. The primary objective shall be to ensure that the site is safely secured and provision of all amenities and facilities required in line with the nature and size of materials to be stored on the site.

The Principal Contractor shall prepare a documented site layout plan of the allocated laydown area, indicating the specific location of the different amenities provided on the site. This shall take into consideration the following, amongst others:

- a. Accessibility to the site.
- b. Public safety
- c. Evacuation and escape routes
- d. Fire & emergency equipment
- e. Hazardous materials storage
- f. Eating areas
- g. Waste management
- h. Assembly points

Upon completion of the site establishment, the Principal Contractor shall request for Health and Safety inspection for approval of the completed established site.

The appointed H&S Agent shall conduct the inspection, who will then issue a Site Establishment Certificate as an indication that all health and safety requirements have been met.

The Site Establishment Certificate shall be handed in as part of the Site Establishment claim for payment.

There shall be no payment remitted to the Principal Contractor until the certificate has been submitted accordingly.

11.6 Delivery & Storage Materials to site

The Principal Contractor shall appoint in writing a competent person to supervise all receipt of materials, allocation of storage areas and stacking of materials. The appointed person shall ensure that adequate and safe storage areas are provided for temporal storage of all construction materials.

The Principal Contractor shall further ensure that all storage areas are appropriately demarcated and are not unduly accessed by members of the public, particularly children. Appropriate measures shall be taken to ensure that access is prevented and prohibited.

Further, materials and equipment shall be properly wedged, supported, propped or otherwise to prevent inadvertent stack collapse or roll over. Stack collapse may result in injuries and some damages to other properties.

The Principal Contractor shall ensure that the temporal storage of materials does not unduly disrupt the livelihood and movement of residents. Proper planning must be executed to ensure effective siting of lay-down areas.

11.7 Underground Services

The area may contain underground services like electrical cabling, telecommunication lines and other services. Prior to construction and other purposes, The Principal Contractor shall conduct appropriate assessment to ensure that the areas intended for such excavating; is free of underground services. Appropriate liaisons with the Engineer shall be conducted to verify locations of underground services.

11.8 Working at Heights & Fall Protection

Fall protection forms an integral part of the construction work to be performed in this contract. The Principal Contractor appointed shall compile a Fall Protection Plan, as prescribed in Construction Regulation 10 (Fall Protection). The prescribed requirements must be strictly complied. The completed Plan must be submitted as part of the Health and Safety Plan for approval.

This Plan must indicate the use of safety harnesses, safety nets, life lines etc; and also indicating how these items will be used, monitored and maintained.

The person leading the compilation of this Plan must be "competent" in fall protection systems; and must be appointed in terms of CR 10 (1).

This Plan may be required to be revised should sequence of work or methods of work are altered in any way.

11.9 Working on Suspended Platforms

Where the Principal Contractor utilizes suspended scaffolds on site, the Principal Contractor must comply with the requirements as set out in the Construction Regulation Section 17 (*Suspended Platforms*).

11.10 Working near Overhead Power Lines

The area earmarked for the project may have overhead electrical reticulation lines. This presents a risk of electrocution, particularly in relation to use of mobile machinery on site for various purposes.

In the event that work is carried out, a safe clearance distance of 10 metres must be maintained at all times. Crane Operators and other self-articulated machinery must ensure that booms and other part do not come close to the power lines

11.11 Heat Stress / Exhaustion

The Johannesburg area has mild to high summer temperature conditions which may vary from 24°C to 31°C annually. Prolonged exposure to these temperatures may lead to dehydration, and possibly extreme conditions of heat exhaustion.

The Principal Contractor must ensure that personnel are provided with clean drinking water for rehydration purposes at all times.

11.12 Transportation

11.12.1 Lifting machines and tackle

The Principal Contractor and all contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the *Construction Regulations (Section 22)*. There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load (SWL) clearly indicated;
- Regular inspections and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained Rigger/Banksman to direct lifting operations and check/inspect lifting tackle;
- A record of such inspections must be kept on the site Health and Safety file.
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness, which shall be available on site.
- Equipment such as slings, ropes, chains and pipe lifting clamps shall be in good condition, with no excessive wear and corrosion being evident. A designated competent person shall examine such equipment on a weekly basis.
- The lifting device shall be fitted with an arresting device, which locks the drum in the event of an engine failure.
- Hooks shall be fitted with a locking device to prevent the rope/sling/chain from being able to slip off the hook.
- Lifting cranes must be fitted with anti-two blocks.

11.12.2 Construction Vehicles

The Principal contractor shall ensure that all persons in its employ, all contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

The Principal Contractor shall ensure that all necessary road signage, vehicle control mechanisms, Flagmen and other traffic accommodation requirements are strictly adhered to for the whole duration of the project.

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, pay loaders, excavators, road vehicles, tractor loader backhoe (TLB), and all lifting equipment. The principal contractor and all relevant contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorized/competent persons are to use machinery and such operations must be under proper supervision.

All construction plant operators shall be in possession of valid medical certificates of fitness issued by an accredited occupational health practitioner to prove they are physically and psychologically fit to operate such machinery.

The Principal Contractor shall ensure that all hired plant and machinery used on site is safe for use. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates (competence and medical) are kept on site in the health & safety file. All relevant sub-contractors must ensure the same. Under no circumstances should persons be transported as passengers of a construction vehicle/plant, unless it is for construction work purposes and a suitable safe seating is provided in the machine.

All construction vehicles involved in this project shall have rotating lights, full-functioning reverse alarms, and a black-on-yellow background sticker or similar; clearly printed "*Construction Vehicle*" on the rear.

Where construction vehicles interface with public motorists and pedestrians, proper care and control must be exercised by the contractor by means of Flagmen or as deemed necessary.

Particular care and extreme caution must be taken where access haul roads to site area traverses live rail crossings. Control signaling and must be observed and adhered to when traversing rail crossings.

11.13 Overhead Power Lines

Where live overhead power-lines exist, the Principal Contractor must ensure safety of personnel by establishing monitoring and supervision around these areas. A clearance of 6 metres must be maintained at all times from all overhead power-lines. This is to avert accidental electrocution and effects of the electro-magnetic fields of the power-lines.

11.14 Deep Excavations

The implementation of the project shall include the excavation of deep excavations for the foundation of the walls.

Therefore Regulation 2014 – Section 13: **Excavation**.

Further, the Principal Contractor shall adhere to the following:

- All deep excavations must be effectively fenced with rigid fence and sturdy poles; which must remain locked to prevent unauthorized access by public; particularly children.
- Safety signage indicating "Danger - Deep Excavations" must be conspicuously erected on fencing around the deep excavations.
- All excavations must be done under the supervision of a competent person appointed in writing in terms of Section 13 of the Construction Regulations 2014.
- All excavation must comply with all provisions of the *Construction Regulations Section 13: Excavation*.
- The Principal Contractor shall appoint a competent person of Section 13 (1) (a): Excavation Supervisor.
- The Competent Person appointed in terms of CR Section 13 must evaluate the stability of the ground before excavation begins.
- The Competent Person appointed in terms of CR Section 13 must take all necessary steps to ensure that no persons are buried or trapped by a fall or dislodgement of material in an excavation.
- The Competent Person appointed in terms of CR Section 13 shall not require or permit any person to work in any excavation which has not been adequately shore or braced.
- All excavations must be properly inspected before personnel are allowed into excavations. Findings of such inspection must be recorded and retained.
- The Designer who is designing the shoring and bracing of excavations must ensure that they are designed up to the required strength adequate to support the sides of the excavation.
- In the event that excavations are adjoined or in proximity of other structures, building or roadways; the Principal Contractor must ensure that the stability of these are not compromised; endangering the safety of workers.
- The Principal Contractor must ensure that means of safe access and egress are provided no further than 6metres from the point where any worker is working within the excavation.

- In respect to Confined Spaces, the Principal Contractor shall ensure that provisions laid down in General Safety Regulation 5 are fully complied with as necessary

11.15 Public Safety

The project occurs next to offices and a school, therefore, there is movement of the public in the area who may be exposed to risks pertaining to the construction work; in particular children and the elderly. Most of the scholars and office workers commute using public transportation and private vehicles. Most of the time scholars are walking along the surrounding roads.

It is therefore imperative for the appointed Principal Contractor to ensure that all work areas are secured; and dangerous work areas properly demarcated or barricaded and fenced, with signage, as appropriate.

Appropriate actions shall be taken by the Principal Contractor to further minimize risks to the public which may emanate in pursuance of the works.

Where the ground is opened for any reason, the Principal Contractor shall ensure that appropriate barricading and fencing is installed.

11.16 Fire risk and burning

Burning or making of fires on site shall not be permitted, unless authorized in writing by the Engineer.

The Principal Contractor shall ensure that the risk of fire at any location on the site is eliminated at all times.

The Principal Contractor shall supply fire-fighting equipment in proportion to the fire risks presented by the type of work and other on-site activities and materials used on site. These units shall be kept in good operating order.

No fires will be allowed on the construction site.

Any welding or other sources of heating of materials must be done in a controlled environment and under appropriate supervision, in such a manner as to minimize the risk of veld fires and/or injury to staff, pedestrians, motorists and visitors.

11.16.1 Pipes

The Principal Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

11.16.2 Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor shall with reference to Regulation 23: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,

- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage.

12 AUDITING

12.1 Internal Audits

The Principal Contractor shall conduct his own internal health and safety audits on the project. These audits shall be conducted on a monthly basis by a person appointed by the Principal Contractor.

The purpose of this audit shall be to monitor and entrench continual improvement of the Principal Contractor health and safety management system implemented on the site. This report shall be submitted to the Client Health and Safety Agent on a monthly basis.

12.2 Audits by Employer or Health and Safety Agent

The audits contemplated in Regulation 5 (1) (d) of the Construction Regulations 2014 will be carried out by the Employer's appointed Safety Agent.

The intervals for the audits shall be agreed between the Principal Contractor and the Employer's Health and Safety Agent during the preparation of the Principal Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require.

The findings of each audit will be made known to the Principal Contractor and the Employer in a report prepared by the Health and Safety Agent.

The report shall be submitted to all parties within seven working days of the respective audit being completed. Any non-conformances identified will be documented in the audit report. The Principal Contractor shall, upon receipt of health and safety audit report, compile an Action detailing how he will address the non-conformances, including reasonable time-lines.

All audit reports will be filed in the Health and Safety File, and may be audited by any interested party of government official.

When indicated by the Agent, a date for a follow up audit may be communicated to the Principal Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

The audits described above only constitute part compliance by the Employer or the Safety Agent with regulation 5 (1) (c) of the Construction Regulations, 2014.

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) Principal Contractor is informed so as to take part in such audit

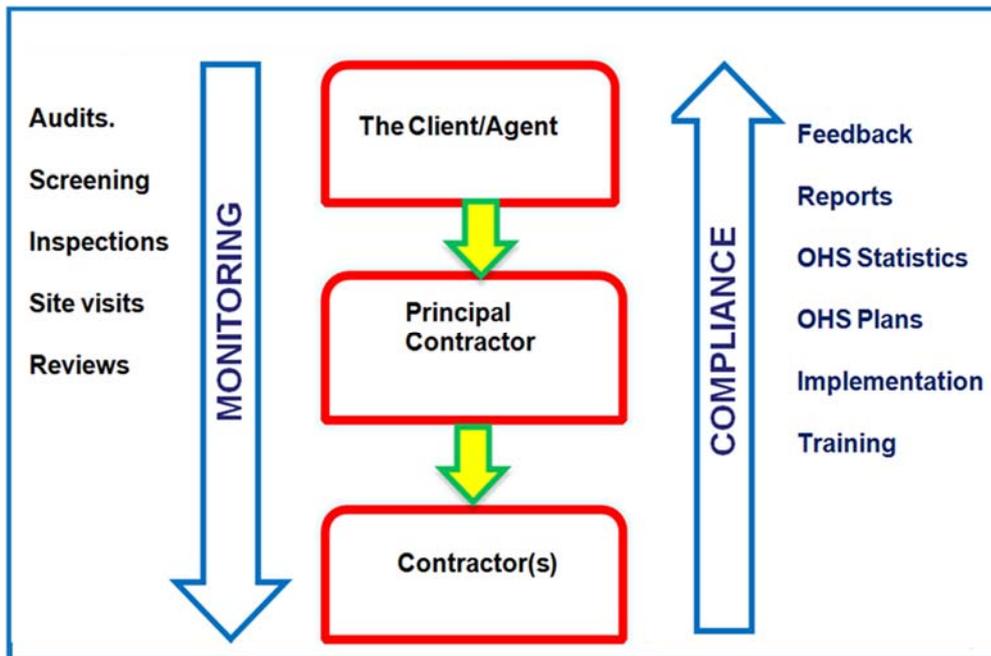


Figure 3: Site Monitoring Model

Annexure A

HEALTH AND SAFETY SPECIFICATIONS (HSS)

PROJECT: CONSTITUTIONAL HILL PEOPLE’S PARK, JOHANNESBURG

The Principal Contractor must submit proof of compliance with Annexure A

HSS Item no.	REQUIREMENT	OHS ACT REQUIREMENT	SUBMISSION DATE
1	Assignment of Responsible Persons to supervise Construction work	OHS Act (section 16.2) & Construction Reg. 8	Before commencement on site
2	Competence of Responsible Persons	OHS Act (section 16.2) & Construction Reg. 8	Together with H&S Plan
3	Compensation of Occupational Injuries and Diseases - Proof of Registration- FEM or CC	COIDA	Together with H&S Plan
4	Occupational Health and Safety Policy	OHS Act	Together with H&S Plan
5	Health and Safety Organogram	Client Requirement	Together with H&S Plan
6	Initial Hazard Identification and Risk Assessment based on the Client/s assessment	Construction Regs.	Together with H&S Plan
7	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site

Annexure B

HEALTH AND SAFETY SPECIFICATIONS (HSS)

PROJECT: CONSTITUTION HILL PEOPLE’S PARK, JOHANNESBURG

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as the project progresses). Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any appointment as determined by its risk assessment of the Contractor concerned.

APPOINTMENT	OHS ACT REFERENCE	REQUIREMENT
CEO Assignee	Section 16(2)	A competent person to assume the overall H & S responsibility - Contractor’s Responsible Person
Construction Work Manager	CR 8.1	A competent person to supervise and be responsible for Health and Safety related issues on site
Assistant Construction Manager	CR 8.2	A competent person to assist with the daily supervision of construction / building work. The person(s) assist the Construction Work Supervisor
Health and Safety Representative(s)	Section 17	A competent person(s) to assist with identifying risks, attend H & S meetings, conduct inspections, assist with investigations, etc.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> * The 6.1 or 6.2 Person * H & S Representative * Member of the H & S Committee * H & S officer
Risk Assessment Co-coordinator	CR 9	

		A competent person to co-ordinate all assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-coordinator	CR 8	A competent person to prepare and amend the fall protection plan

First Aiders	GSR 3	A qualified person to address all on site first aid cases
Lifting machine and equipment Inspector	DMR 18	A competent person to inspect lifting machines, equipment
Lifting tackle Inspector	DMR 18	A competent person to inspect lifting tackle
Scaffolding Inspector	SANS 10085-1:2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding Erector	SANS 10085-1:2004	A competent person to erect scaffolding
Scaffolding Supervisor	SANS 10085-1:2004	A competent person to supervise scaffolding
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations
Actuated Fastening Device Inspector / Supervisor	CR 21	A competent person to inspect and clean the tool daily and controlling all operations thereof
Electrical installations Supervisor	CR 24	A competent person to control all temporary electrical installations
Fire-fighting equipment Inspector	CR 29	A competent person to inspect fire-fighting equipment

Annexure C

OTHER REQUIREMENTS

PROJECT: CONSTITUTIONAL HILL PEOPLE’S PARK, JOHANNESBURG

The Principal Contractor shall comply but not be limited to the following requirements: Report on these to the Client at progress meetings or at least monthly whichever is sooner. A report with supporting documents shall be tabled at the Contractor/s monthly Health and Safety meeting.

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT WITH DATE
Construction-phase Health and Safety Plan	Within one week of being awarded	Principal Contractor to report on status of Principal Contractors’ Health and Safety plans	
Health and Safety file	Open file when construction begins and maintain throughout	Have file established on site	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: * Incidents/Accidents and Investigations * Non conformances by employees & contractor * Internal & External H&S audit reports	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Method statements (safe work procedures)	Drawn up before workers are		

	exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and Daily	OHS Act Compliance Registers: <ul style="list-style-type: none"> * Scaffolding * Excavations * Formwork & support work * Explosive tools * Temporary electrical Installations 	
General Inspections	Monthly	<ul style="list-style-type: none"> * Fire-fighting equipment * Portable electrical equipment * Ladders 	
General Inspections	3 - Monthly	<ul style="list-style-type: none"> * Lifting tackle * Oxy-acetylene cutting and welding sets * Fall prevention and arrest equipment 	
General Inspections	6 - Monthly	<ul style="list-style-type: none"> * Lifting machines 	
Workman's Compensation	Update Weekly	Table list of Principal Contractors' workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Update Weekly	Table a report of all signed up Mandatories	

Annexure D

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 - SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Ad), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely;

- (a)** The Principal Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b)** The Principal Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c)** In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d)** The Principal Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e)** The Principal Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f)** Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1): _____ Witness: 2) _____

For the Principal Contractor: _____ Date: _____

Witnesses:1): _____ Witness: 2) _____

NOTIFICATION OF CONSTRUCTION WORK (Not Applicable on this project)

To: The Provincial Director, Department of Labour.....

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 telephone number of principal contractor's contact person:

.....
.....

2. Principal contractor's compensation registration number:

.....
.....

3. (a) Name and postal address of client:

.....
.....

(b) Name and telephone number of client's contact person or agent:

.....
.....

4. (a) Name and postal address of designer(s) for the project:

.....
.....

(b) Name and telephone number of designer's contact person:

.....
.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):

- 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.

Annexure E

PROJECT: CONSTITUTIONAL HILL PEOPLE'S PARK, JOHANNESBURG

Acknowledgement of Receipt of the Health and Safety Specifications:

I, _____ representing

_____ (Principal Contractor)

Have satisfied myself with the content of the construction Health and Safety Specification and shall ensure that we comply with all obligations / requirements in respect thereof.

Signature of PRINCIPAL CONTRACTOR

DATE

Signature of CLIENT / CLIENT'S AGENT

DATE

COMMENTS:

Annexure F:

IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of *Regulation 4(1)(b) of the Construction Regulations 2014* the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

Potential Hazards

1. Exposure to Covid 19
2. Commissioning of new installations
3. Confined space entry
4. Noxious gases
5. Excavation shoring / brazing
6. Excavations been flooded during rainy season
7. Social/Public unrests
8. Hazardous material handling / storage / management
9. Heat stress
10. Loading and off-loading vehicles
11. Manual handling of materials
12. Plant and equipment integrity
13. Public and traffic safety
14. Requirements for plant isolations
15. Working in elevated positions
16. Safe usage and storage of oxygen, acetylene and LPG cylinders
17. Biological Agents
18. Stacking and storage of equipment / materials
19. Tie-ins into existing pipelines
20. Usage of compressed air and equipment
21. Work involving radio-active sources (soil moisture and density gauges, X-ray equipment, cell phones)
22. Working in operational areas
23. Working on moving equipment.
24. Ergonomics
25. Refueling of plant and machinery
26. Fire on construction sites
27. Lifting machinery and equipment
28. Heat stress
29. Work in close Proximity to High Voltage Overhead lines

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8 PART C4: SITE INFORMATION

8.1 NATURE OF GROUND AND SUBSOIL CONDITIONS

Geotechnical report has been attached to this tender document.