

INVITATION FOR BIDS

The National Home Builders Registration Council (NHBRC) would like to invite the competitive bids for the following services.

BID NUMBER	DESCRIPTION	COMPULSORY BRIEFING SESSIONS WILL BE HELD AT THE FOLLOWING LOCATIONS AND DATES	PREFERENTIAL PRINCIPLE	CLOSING DATE
NHBRC 04/2016	Appointment of Service Provider for the Remedial of structurally damaged subsidy units in Chris Hani Region and Joe Gqabi Region in the Eastern Cape Province.	Site Visit 1: 23 February 2016 at 11h00am at Oviston Community Centre(Gariep Municipality) Site Visit 2: 24 February 2016 at 11h00am at llenge Community centre (Lukhanji Municipality)	90/10	08/03/2016 at 11:00am
NHBRC 05/2016	Brokering and Claims Management Services.	Date: 19 February 2016 at 11h00am. Address: NHBRC Head Office, 5 Leeuwkop road sunninghill,Gauteng	90/10	08/03/2016 at 11:00am

Bid documents are obtainable from NHBRC website: www.nhbrc.org.za/current-tenders

ADMINISTRATION FNOLLIRIES REGARDING SPECIFICATIONS MAY BE DIRECTED TO: Mr Mphasha Kgare, at tel: (011) 317 0273, or E-mail: Ricardof@nhbrc.org.za

CLOSING VENUE FOR ALL BIDS:

Bids must be placed in the tender box at the NHBRC Head Office: 5 Leeuwkop Road, Sunninghill, Johannesburg.



HEAD OFFICE

Tel: +27 11 317 0000 Fax: +27 11 317 0105 Toll Free No: 0800 200 824 Fraud Hotline: 0800 203 698

PHYSICAL ADDRESS

Joe Slovo House 5 Leeuwkop Road Sunninghill, Johannesburg POSTAL ADDRESS P. O. Box 461 Randburg, 2125 Docex 96 Randburg



ASSURING QUALITY HOMES

TENDER NO: NHBRC 04/2016

THE REMEDIAL OF STRUCTURALLY DAMAGED SUBSIDY UNITS IN CHRIS HANI AND JOE GQABI REGIONS IN THE EASTERN CAPE PROVINCE.

PROCUREMENT DOCUMENT

NAME OF TENDERER	

CLOSING DATE: 08 MARCH 2016

ISSUED BY:

NHBRC

P O BOX 461 RANDBURG 2125

Tel: (011) 317 0000 Fax: (011) 317 0105

(of person authorised to sign the tender)

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SUMMARY FOR TENDER OPENING PURPOSES (To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender) Name of Contractor submitting the tender: Tender Amount : (as stated in the Form of Offer) R **Details of contact person:** Name (Print): Telephone No: Fax No: E-mail address (if available): (Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.) SIGNATURE:

THE REMEDIAL OF STRUCTURALLY DAMAGED SUBSIDY UNITS IN CHRIS HANI AND JOE GQABI REGIONS IN THE EASTERN CAPE PROVINCE.

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The Tenderer shall also satisfy himself that this document is complete in accordance with the above contents and if any pages are found to be missing, or duplicated, shall immediately request the Employer to rectify the discrepancy. No liability will be admitted by the Employer in respect of errors in the Tenderer's Offer due to the foregoing.

T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The NHBRC hereby invites tenders for the remedial of subsidy units:-

This scope comprises the remedial of structurally damaged subsidy units in the Eastern Cape Province and the subsidy units spread over two region of Joe Gqabi region (Gariep local Municipality) and Chris Hani region (Lukhanji Local Municipality).

Portion 1

Joe Gqabi Region: (OVISTON) completion of 09 units from plumbing, external doors, water and electricity connections and apron. 3 units top-structure to completion, 7 units total demolish and rebuild. Burgersdorp area, 06 units to be demolished and rebuild with beam-filling to be completed, 01 unit demolish top-structure rebuild to completion and 38 units

Chris Hani Region: (ILINGE)completion of 7 units from beam filling to completion, 3 units from roof to completion and 28 units from demolition to rebuilding new units.

Portion 2

Chris Hani Region (ILINGE) Roof replacement of 51 units,

Preferences are offered to tenders who tender in accordance with the Preferential Procurement Regulations, 2011.

Tenders are available on the NHBRC website

Queries relating to the issuing of these documents may be addressed to:

Supply Chain Management:

Mr Ricardo Francis Tel 011 317 0000

Email: ricardof@nhbrc.org.za

Technical queries:

Mr. IV Hartley Tel 061 591 0608

Email: isaach@nhbrc.org.za.

A compulsory clarification meeting with representative of the Employer will take place on site in:

Venue: Oviston Community Centre (Gariep Municipality)

Date;23 February 2016

Time:11h00

Venue:Ilinge Community Centre (Lukhanji Municipality) Chris Hani region

Date:24 February 2016

Time:11h00

The closing time and date for the receipt of tenders is 11h00 on 08 March 2016.

Telephonic, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the Tender Document that is issued.

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

NB:

- The NHBRC reserves the right to cancel the contract, or not to make an appointment on this project.
- No pages may be removed or retyped from this Tender Document, as this may lead to disqualification
 of your Tender.
- Tampering with, dismantling of taking the document apart is strictly prohibited.
- All additional documentation must be stapled into the tender document on the forms allocated.

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T1.2 TENDER DATA

1. GENERAL

The Conditions of Tender reproduced in Section 3 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

- **F.1.1** The Employer for this Contract is: **NHBRC**
- F.1.2 Tender Documents
- (a) The Tender Document consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable DocumentsT2.1: List of Returnable DocumentsT2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part 2: Pricing Data

C2.1: Pricing Instructions C2.2: Bill of Quantities

Part 3: Scope of Work
C3: Scope of Work

Part 4: Site Information C4: Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

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3. The Project agent is:

Name : NHBRC

Address : Joe Slovo House, 05 Leeuwkop road, Sunninghill

Telephone : 011 317 0000 or 011 317 0076

Fax : 011 317 0105

E-Mail : isaach@nhbrc.org.za

4. The Employer's right to accept or reject any tender offer

The Employer is not obliged to accept the lowest or any tender offer. The Employer reserves the right to cancel the contract, or not to make an appointment on this project.

In the event of a tenderer being considered for appointment on more than one project, the Employer reserves the right to evaluate the full risk profile which includes financial capacity/ capability, key personnel (human resources capacity), plant and equipment etc. If required, the key personnel /project team may be requested to attend an interview session with the Employer.

No pages may be removed or retyped from this procurement document, as this may lead to disqualification of your tender.

5. Eligibility

A Tenderer may not be considered eligible to submit a tender if (at the sole discretion of the NHBRC where applicable):

- (a) The contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The Tenderer does not have the legal capacity to enter into the contract;
- (c) The contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, under business rescue, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competency, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or

TENDERER'S TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO ARE UNABLE TO DEMONSTRATE THAT THEY HAVE THE REQUIRED SKILLS AND RESOURCES WILL NOT BE CONSIDERED ELIGIBLE.

- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (g) The tenderer does not submit an **original valid** Tax Clearance Certificate issued by the South African Revenue Services
- (h) The tenderer has not completed the Compulsory Enterprise Questionnaire and there are conflicts of interest which may impact on the tenderers ability to perform the contractt in the best interest of the Employer or potentially compromise the tender process. The persons in the employment of the state are not permitted to submit tenders or participate in the contract

(i) The tenderer did not attend, both compulsory clarification meetings at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.

(j) The tenderer does not meet the mandatory requirements of this bid as indicated in the checklist on page T41.

6. Site visit and compulsory clarification meeting

The arrangements for the compulsory site inspection visit and clarification meeting are as follows:

Location A: Oviston Community Centre (Gariep Municipality) Joe Gqabi region

Date: 23 February 2016

Starting time: 11H00

Location B: Ilinge Community Centre (Lukhanji Municipality)Chris Hani region

Date: 24 February 2016

Starting time: 11H00

7. Submitting a Tender Offer

7.1 Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.

Any amendments or correction on the tender document of a tendered amount/sum/rate must be done by deleting the incorrect amount/sum/rate just above it. This amendment/correction must be initialled by all signatories to the tender. The use of "TIPPEX" or similar substances to make corrections and/or alterations ANYWHERE on the tender document is not permitted and any tender having been altered/ amended in this way will be declared invalid and be disregarded.

7.2 A two-envelope procedure will not be followed. The Employer's address and identification details are as follows:

Location of Tender box: NHBRC Offices in Sunninghill, Johannesburg Physical address: Joe Slovo House, 5 Leeuwkop road, Sunninghill,

Identification Reference Number NHBRC 04/2016

details Title of Tender THE REMEDIAL OF STRUCTURALLY DAMAGED

SUBSIDY UNITS IN CHRIS HANI REGION AND JOE GQABI REGION IN THE EASTERN CAPE PROVINCE.

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Closing Date 08 MARCH 2016

Time 11h00

8. Closing Time

The closing time for submission of Tender Offers is *11h00* on 08 MARCH 2016. Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will not be accepted.

9. Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing before this validity period will lapse, to extend the validity of this tender for a specific period. The written

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approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

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Should a Tenderer -

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

Then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received:
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders:

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

11. Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

12. Return of Tender Documents

Not applicable.

13. Opening of Tender Submissions

The time, date and location for the opening of the tender offers are as follows:

Time: 11h00

Date: 08 MARCH 2016

Location / Venue: Ground Floor, NHBRC Ground floor auditorium, 5 Leeuwkop Road,

Sunninghill

14. Evaluation of Tender Offers

14.1. Tenders will be evaluated in three stages In accordance with the NHBRC Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) stages namely:

Stage 1 : Compliance check of Mandatory Requirements Evaluation;

Stage 2 : Paper Based Evaluation (Functionality); and Stage 3 : Price and Preference Points Evaluation.

14.1.1 STAGE 1: Compliance check of Mandatory Requirements Evaluation

In order for a tender to be considered responsive, it must comply with all of the following criteria:

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a) The tender documentation must be completed and signed in all respects where applicable

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b) The tender must comply with the Mandatory requirements of this bid as indicated in the **Mandatory checklist** as stipulated on page T41.

14.1.2. STAGE 2: Paper Based Evaluation (Functionality); and

The following specific criteria must be proven by the tenderer:

- i) That the tenderer possesses the necessary on-site, management expertise and capability to carry out the contract (refer Annexures H and I)
- ii) That the tenderer has the financial capacity to carry out the contract; and
- iii) That the tenderer has ready access to the plant and equipment required to carry out the contract (refer Annexure J)

The quality criteria and maximum score in respect of each of the criteria are as follows:

 schedules corresponding to the above criteria, as detailed in Forms H – I; Returnable Schedule

The minimum acceptable number of evaluation points for quality is 60 points.

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Each evaluation criteria will be assessed as per the Table below:

l	evaluation criteria will be assessed as per the Table below: QUALITY CRITERIA			
NO.	CRITERIA	WEIGHT	INDICATE VALUE	TOTAL
	Successful completion of similar projects (Construction of Subsidy/non subsidy houses) in the last five (5) years. Kindly Completion certificates as proof.	30		
1	a. No projects (0)			
	b. 1 project (1)			
	c. 2 projects (2)			
	d. 3 projects (3)			
	e. 4 projects (4)			
	f. 5 projects and above (5)			
	Note: Returnable Document = FORM A2			
2	Financial Bank rating for business up to R 6 000 000.00	20		
	a. No submission (0)			
	b. Lower than D (1)			
ļ	c. D (2)			
	d. C (3)			
	e. B (4) f. A (5)			
	Note: Returnable Document = FORM A6			
3	Site Agent/Contracts manager with the following Qualifications:	20		
ļ	a. No CV's Submitted (0)			
	 Approved 3 year Degree / Diploma in the built environment with less than 4 years experience in the position (2) 			
	 c. Approved 3 years Degree / Diploma in the built environment with more than 4 years' experience in the position (5) 			
	d. No qualification with less than 3 years' experience in the position (1)			
	e. No qualification with 3 years but less than 5 years' experience in the position(2)			
	 No qualification with more than 5 years but less than 7 years experience in the position (3) 			
	 g. No qualification with more than 7 years but less than 9 years' experience in the position (4) 			
ļ	h. No qualification with more than 9 years' experience in the position (5)			
	Note: Returnable Document = FORM A3			
4	a. No CV's Submitted (0) b. Less than 2 years experience in the position (1) c. 2 years - 4 years of experience in the position (2) d. More than 4 years - 6 years experience in the position (3) e. More than 6 years - 8 years experience in the position (4) f. More than 8 years' experience in the position (5) Note: Returnable Document = FORM A3	20		
	Submission of the following comprehensive construction programme indicating all work	10		
5	flow items			
	 a. No programme (0) b. Poor (only major work items shown) (1) c. Adequate (all necessary work items shown) (3) d. Excellent (all necessary work items shown including links between tasks) (5) Note: Returnable Document = FORM A12 			
	Note: Neturnable Document = FUNW A12	1	i l	

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The scores of each of the evaluators will be averaged, weighted and then total to obtain the final score for STAGE 2: Paper Based Evaluation (Functionality);. Tenderers who do not receive a minimum of 60 points out of 100 points will not be eligible for further evaluation.

14.1.3. Stage 3 : Price and Preference Points Evaluation.

Only bids that achieve minimum qualifying score for 'Stage 2: Functionality' will be evaluated further.

The contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), bids will be adjudicated in terms of a (90/10) preference point system in terms of The formula that will be utilized in calculating points scores for prices is as follows:

90/10 Preference point system (for acquisition of services, works or goods with a Rand value above R1million) (all applicable taxes included)

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

The points scored will be rounded off to the nearest two decimal places.

The points will be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

BBBEE Level	90/10
Level 1	10
Level 2	9
Level 3	8
Level 4	5
Level 5	4
Level 6	3
Level 7	2
Level 8	1
Non-Compliant Contributor	0

The points scored for price will be added to the points scored for B-BBEE status level to obtain the Bidders total points scored out of 100 points.

NB: Prices must be fixed for duration of the contract, if fees are not fixed please indicate the percentage as per industry norms and escalation period.

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Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 12 of 2009: Standards for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

- **F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- **F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

- **F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- **F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- **F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
 - a) Conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

- **F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenders shall not apply.
- **F.1.6.2.2** All responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to

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improve a tenderer's competitive position provided that such clarification, specification, finetuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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- **F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- **F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system (not required for this bid)

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

- **F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- **F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

- **F.2.1.1** Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- **F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the

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documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

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F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Indemnity Insurance

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

F.2.10 Pricing the tender offer

- **F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties and other levies payable by the successful tenderer, such duties, ,taxes and levies being those applicable at the closing time stated in the tender data.
- **F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- **F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- **F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

- **F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- **F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- **F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- **F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- **F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- **F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- **F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- **F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- **F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

- **F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- **F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- **F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- **F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- **F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- **F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

- **F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- **F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

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;F.2.23 Certificates

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

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F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

- **F.3.1.1** Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew attended compulsory briefing session.
- **F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
 - a) an individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or
 - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until five days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

- **F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- **F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
- **F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Not applicable for this bid

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes,

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information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

- **F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
 - a) complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- **F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
 - c) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors, omissions or discrepancies

- **F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- **F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
 - a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- **F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- **F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall

govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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F.3.10 Clarification of a tender offer

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

F.3.11 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

- **F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
- **F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

PART	T2 RETURNABLE DOCUMENTS	
T2.1	LIST OF RETURNABLE DOCUMENTS	T.25
T2.2	RETURNABLE SCHEDULES	T.26

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

- 1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
- 2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
- 3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
- OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT 4
- 5 OFFER AND ACCEPTANCE (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- C1.2 CONTRACT DATA (PART 2) DATA PROVIDED BY THE CONTRACTOR 6 (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- BILL OF QUANTITIES (INCLUDED IN PART C2: PRICING DATA) 7 C2.2

PART T2.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents.

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Form A1:	Authority for Signatory	T.30
Form A2:	Schedule of Work carried out by Tenderer	T.31
Form A3:	Proposed Key Personnel	T.32
Form A4:	Schedule of Construction Plant	T.34
Form A5:	Schedule of Proposed Subcontractors	T.36
Form A6:	Financial References	T.37
Form A9:	Proposed Amendments and Qualifications by Tenderer	T.39
Form A10:	Certificate of Tax Clearance	T.42
Form A 11:	Letter of Intent for Performance Guarantee	T.43
Form A12:	Preliminary Construction Programme	T.44
Form A13:	Returnable Document Checklist	T.45

T2.2.2 OTHI	ER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	
Form B1:	Certificate of Tenderer's Attendance at the Site/Clarification Meeting	T.44
Form B2:	NBHRC Registration	T.45
Form B3:	Form Concerning Fulfilment of the Construction Regulations, 2003	T.46
Form B4:	Record of Addenda to Tender Documents	T.48
Form B5:	Compensation for Injuries and Diseases Act (COIDA)	T.49
T2.2.3 RETU	JRNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRA	СТ
Form C1:	Compulsory Enterprise Questionnaire	T.50
Form C2:	Preference Schedules: Preference Points Claim Form in Terms of Preferential Procurement Regulations 2011 (SBD6.1)	T.53
Form C3:	Declaration of Interest (SBD4)	T.60
Form C4:	Declaration of Bidder's Past Supply Chain Management Practices (SBD8)	T64
Form C5:	Certificate of Independent Bid Determination (SBD9)	T.65

FORM A1 AUTHORITY FOR SIGNATORY

An example for a company is shown below:

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be on the **company's letterhead**.

By resolution of the board of directors pass	sed at a	a meeting held on [date]
Mr/Mrs		
		uthorised to sign all documents in connection with the and any contract which may arise therefrom on
(BLOCK CAPITALS)		
SIGNED ON BEHALF OF THE COMPANY	' :	
IN HIS CAPACITY AS	:	
DATE	:	
FULL NAMES OF SIGNATORY	:	NAME (PRINT)
SIGNATURE OF SIGNATORY	:	
AS WITNESSES	1 :	NAME (PRINT)
		SIGNATURE
	2 :	NAME (PRINT)
		SIGNATURE

FORM A2 SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the contracts of a **similar nature** projects (RDP Houses) completed over the last 5 years. This information is material to the award of the Contract.

EMPLOYER (Name, tel no and fax no)	CONSULTING CONSULTANT (Name, tel no and fax no)	NATURE OF WORK	VALUE OF WORK	MONTH AND YEAR OF COMPLETION

a.a a a	
SIGNED ON BEHALF OF TENDERER:	

FORM A3 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the Contract should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. NB:(Please attach short CV's for the site agent or the construction supervisor to this returnable schedule).

	NAME AND NATIONALITY OF:	SUMMARY OF QUALIFICATIONS,
DESIGNATION	(i) NOMINEE (ii) ALTERNATE	EXPERIENCE AND PRESENT OCCUPATION
<u>HEADQUARTERS</u>		
Partner/ Director (no CV required)		
Contracts Manager (no CV required)		

NB: The Director/Contracts Manager may also act as the Site Agent. If so, please attach a detailed CV.

NAME AND NATIONALITY **SUMMARY OF QUALIFICATIONS,** OF: **EXPERIENCE AND PRESENT DESIGNATION** (i) NOMINEE **OCCUPATION** (ii) ALTERNATE SITE OFFICE Site Agent (Please attach CV) Construction supervisor (foreman) (Please attach CV)

FORM A4 SCHEDULE OF CONSTRUCTION PLANT

The Tenderer shall state below what Construction Plant will be available for the work should he be awarded the Contract.

PLANT BELONGING TO CONTRACTOR

DESCRIPTION, SIZE, CAPACITY	NUMBER

PLANT TO BE HIRED BY CONTRACTOR

DESCRIPTION, SIZE, CAPACITY	NUMBER

SIGNED ON BEHALF OF TENDERER:

FORM A5 SCHEDULE OF PROPOSED SUBCONTRACTORS (OPTIONAL)

The Tenderer shall, in accordance with the provisions of Conditions of Tender, list below the subcontractors he proposes to employ for part(s) of the work.

The naming of any proposed subcontractor hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a tender shall not be construed as approval of any or all of the listed subcontractors, neither shall it in any way limit or detract from the powers of the Consultant and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Tenderer from deviating in any way during the Contract from the list of proposed subcontractors hereunder if the Tender is accepted.

If any or all of the subcontractors listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the tendered unit rates for the respective items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.

Р	PART OR TYPE OF WORK	PROPOSED SUBCONTRACTOR	WORK RECENTLY EXECUTED BY SUBCONTRACTOR

SIGNED ON REHALF OF TENDERER!	
SIGNED ON DEPARE OF LENDERER.	

FORM A6 FINANCIAL REFERENCES

Financial Statements

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Details of Company's Bank

I/We hereby authorise the Employer/Consultant to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of tenderer	
Name of account holder at Bank	
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	
Number of years above account has been with bank	
Credit facilities available (state amount)	

renderer's Tax Details	
Tenderer's VAT vendor registra	tion number:

Tenderer's SARS tax reference number:

DECLARATION BY BANK MANAGER		
This is to certify that the Tenderer has sufficient good standing with this bank that he will, in my opinion, be financially able to complete a contract of up to R 6 000 000.00 over the tendered duration of 6 months.		
In addition, we confirm that, for the amount of the enquiry, the Tenderer is rated:		
Code:		
NAME OF BANK MANAGER:		
SIGNATURE OF BANK MANAGER:		
DATE:		
BANK STAMP:		
BANK STAWP:		
SIGNED ON BEHALF OF TENDERER:		

FORM A9 PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER (IF APPLICABLE)

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the Tender Documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

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

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

FORM A10 CERTIFICATE OF TAX CLEARANCE

Please attach an original, valid tax clearance certificate to this page.

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FORM A11 Letter of intent for performance guarantees

The Tenderer must attach to this page an original letter from a Bank or a FSB or NCR registered financial institution with whom he has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee when asked to do so.

FORM A12 PRELIMINARY CONSTRUCTION PROGRAMME

Note to Tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule for the alternative proposal.

The Tenderer shall attach a preliminary programme, to this Schedule.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the
 proposed sequence and tempo of execution of the various activities and the quantities that will
 be carried out every week under each of the elements, comprising the work for this contract;
- also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form A4: Schedule of Constructional Plant, and with all other aspects of the Tender; and
- indicate planned working hours.

Details of the preliminary programme shall be appended to this Schedule.
Number of sheets, appended by the Tenderer to this Schedule
SIGNED ON BEHALF OF TENDERER.

FORM A13 RETURNABLE DOCUMENT CHECKLIST

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules.

Reference No	Document Description	Tick if completed
Form A1	Authority for signatory (Mandatory Requirement))	
Form A2	Schedule of work carried out by Tenderer (Functional Requirement)	
Form A3	Proposed key personnel (Functional Requirement)	
Form A4	Schedule of constructional plant (Functional Requirement)	
Form A5	Schedule of proposed subcontractors (Functional Requirement)	
Form A6	Tenderer's bank details and financial references (Functional Requirement)	
Form A9	Proposed amendments and qualifications by Tenderer	
Form A10	Valid Certificate of tax clearance (Mandatory Requirement)	
Form A11	Letter of intent for performance guarantees (Mandatory Requirement)	
Form A12	Preliminary construction programme (Functional Requirement)	
Form A13	Returnable document checklist	
Form B1	Certificate of Tenderer's attendance at the Site/Clarification meeting (Mandatory Requirement)	
Form B2	Proof of registration with National Home Builders Registration Council as a builder. (Mandatory Requirement)	
Form B3	Form concerning fulfilment of the Construction Regulations, 2003 (Mandatory Requirement)	
Form B4	Record of Addenda of Tender Documents (Mandatory Requirement – where applicable)	
Form B5	Compensation for Injuries and Diseases Act (COIDA) (Mandatory Requirement)	
Form B6	Joint Venture Agreement (Mandatory Requirement - where applicable)	
Form C1	Compulsory Enterprise Questionnaire (Mandatory Requirement)	
Form C2	Preferencing Schedules: Preference points claim form in terms of Preferential Procurement Regulations, 2011 (SBD 6.1) (Mandatory Requirement)	
Form C3	Declaration of Interest (SBD 4) (Mandatory Requirement)	
Form C4	Declaration of Bidder's Past Supply Chain Management Practices (SBD 8) (Mandatory Requirement)	
Form C5	Certificate of Independent Bid Determination (SBD 9) (Mandatory Requirement)	

FORM B1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE CLARIFICATION MEETING

Briefing Session 1
This is to certify that I,
Representative of [Tenderer]
of [address]
Telephone number
Fax number
attended the compulsory clarification meeting at
in the company of [NHBRC`S Representative]
TENDERER'S REPRESENTATIVE:
DEPARTMENT'S REPRESENTATIVE:
Briefing Session 2
This is to certify that I,
representative of [Tenderer]
of [address]
Telephone number
Fax number
attended the compulsory clarification meeting at
in the company of [NHBRC`S Representative]
TENDERER'S REPRESENTATIVE:
DEPARTMENT'S REPRESENTATIVE:

FORM B2 PROOF OF NHBRC REGISTRATION

•	printed copy of the NHBRC registration. In the case of a joint venture, a ctor's registration must be provided for each member of the joint venture.
Name of Contractor:	
NHBRC Registration Number:	

FORM B3 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of Regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1	I confirm that I am fully conversant with the Regulations and that my company has (or	will
	acquire/procure) the necessary competencies and resources to timeously, safely and	successfully
	comply with all of the requirements of the Regulations.	(Tick)

YES	
NO	

	N
Proposed approach to achieve compliance with the Regulations	(Tick)
Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	
Provide details of proposed key persons, competent in terms of the Regulations, work the Contract team as specified in the Regulations (CVs to be attached):	ho will for

4	Provide details of proposed training (if any) that will be undergone:		
_			
5	Potential key risks identified and measures for addressing risks:		
6	I have fully included in my tendered rates and prices (in the appropriate payment ite the Schedule of Quantities) for all resources, actions, training and any other costs reduce fulfilment of the Regulations for the duration of the construction and defects rep	equired for the	
		YES	
		NO	
7	The Tenderer shall attach to this Form evidence that he is registered and in good s compensation insurer who is approved by Department of Labour in terms of section Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COIDA).		
	The Tenderer is required to disclose, by also attaching documentary evidence to the inspections, investigations and their outcomes conducted by the Department of Lab conduct of the Tenderer at any time during the 36 months preceding the date of this	our into the	
SIGN	NATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:		
1	ID NO:		
2	ID NO:		

FORM B4 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by the Employer before the submission of this Tender offer, amending the Tender Documents, have been taken into account in this Tender offer:

	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Failure to submit the acknowledgement of receipt of addendum will disqualify the tenderer.

Signed:	Date:
Name:	Position:

FORM B5 **COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES** ACT (COIDA)

Please attach Compensation for Occupational Injuries and Diseases Act (COIDA) to this page

Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993)(COID) MUST be attached to this returnable schedule. The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Schedule Form C1);

FORM C1 COMPULSORY ENTERPRISE QUESTIONNAIRE

	lowing particulars must be furnishe onnaires in respect of each partner		
Section	n 1: Name of enterprise:		
Section	n 2: VAT registration numbe	er, if any:	
Section	n 3: CIDB registration numb	er, if any:	
Section	n 4: Particulars of sole prop	rietors and partners in pa	rtnerships
	Name*	Identity number*	Personal income tax number*
*Comp	lete only if sole proprietor or partne	ership and attach separate	page if more than 3 partners.
7	, p p		- ng p p m
Section	n 5: Particulars of companie	es and close corporations	
Compa	ny registration number:		
Close o	corporation number:		
	erence number:		
142 101			
Section	n 6: Record in the service o	f the state	
directo	e by marking the relevant boxes w r, manager, principal shareholder o en within the last 12 months, in the	or stakeholder in a company	or close corporation is currently, or
□ a	member of any municipal council		ployee of any provincial
	member of any provincial legislatu	nublic	tment, national or provincial entity or constitutional institution
	member of the National Assembly ational Council of Province	within	the meaning of the Public ce Management Act, 1999 (Act
	member of the board of directors of unicipal entity	of any No 1 o	of 1999)
□ ar	n official of any municipality or mur ntity		nber of an accounting authority national or provincial public
			ployee of Parliament or a scial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held		of service (tick riate column)
		Current	Within last 12 months

^{*}Insert separate page if necessary.

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

	□ a member of any municipal council	□ an employee of any provincial
	□ a member of any provincial legislature	department, national or provincial public
	□ a member of the National Assembly or the National Council of Province	entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of
	□ a member of the board of directors of any	1999)
municipal entity an official of any municipality or municipal entity	□ a member of an accounting authority of any national or provincial public entity	
		□ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

^{*}Insert separate page if necessary.

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

- (i) authorises 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 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, 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterpris	e name:		

FORM C2 PREFERENCING SCHEDULES:

SBD6.1

VOLUME 1: CONTRACT

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

		POINTS
1.3.1.1	PRICE	90
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	10
	Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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**

- 2..1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act:
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration:
- 2.7 **"consortium or joint venture"** 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;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 "EME" means any enterprise with annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the Contract;
- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "person" includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a Contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 ... "sub-contract" means the primary Contractor's assigning, leasing, making out work to, or employing, another person to support such primary Contractor in the execution of part of a project in terms of the Contract;
- 2.16 "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the Contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (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 (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level 5.4 as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the Contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

[TICK APPLICABLE BOX]

5.8	A person awarded a Contract may not subcontract more than 25% of the value of the Contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the Contract is subcontracted to an EME that has the capability and ability to execute the subcontract.				
6.	BID DECLARATION				
6.1	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:				
7.	B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1				
7.1	B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)				
	(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).				
8	SUBCONTRACTING				
8.1	Will any portion of the contract be subcontracted? YES/NO (delete which is not applicable)				
8.1.1	If yes, indicate:				
	(i) what percentage of the Contract will be subcontracted?%				
	(ii) the name of the subcontractor?				
	(iii) the B-BBEE status level of the subcontractor?				
	(iv) whether the subcontractor is an EME? YES/NO (delete which is not applicable)				
9	DECLARATION WITH REGARD TO COMPANY/FIRM				
9.1	Name of company/firm :				
9.2	VAT registration number :				
9.3	Company registration number :				
9.4	TYPE OF COMPANY/FIRM				
	Partnership/Joint Venture/Consortium One person business/sole propriety Close corporation Company (Pty) Limited				

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9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES		
9.6	COMPANY CLASSIFICATION		
	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
[TICK APP	LICABLE BOX]		
9.7	Total number of years the company/firm has been in business?		

- I/we, the undersigned, who is/are duly authorized to do so on behalf of the company/firm, certify 9.8 that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 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:
 - The preference points claimed are in accordance with the General Conditions as (ii) indicated in paragraph 1 of this form.
 - In the event of a Contract being awarded as a result of points claimed as shown in (iii) paragraph 7, 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 contribution 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;
 - cancel the Contract and claim any damages which it has suffered as a result of (c) having to make less favourable arrangements due to such cancellation:
 - restrict the bidder or Contractor, its shareholders and directors, or only the (c) shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audialterampartem (hear the other side) rule has been applied; and
 - (d) forward the matter for criminal prosecution

.....

 THE REMEDIAL OF STRUCTURALLY DAMAGED SUBSIDIT UNITS.

FORM C3 SBD 4 - DECLARATION OF INTEREST

- 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/adjudicating 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.

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.

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member: 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 Di	d 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	o you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by thestate 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 any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES/NO	
2.10.	1 If so, furnish particulars.		
2.11	Do you or any of the directors / trustees / shareholders / memb of the company have any interest in any other related compani whether or not they are bidding for this contract?		
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 INFORMAT CORRECT.	ΓΙΟΝ FURNISHED IN PARA	GRAPHS 2 and 3 ABOVE IS
I ACCEPT THAT THE STATE MA PARAGRAPH 23 OF THE G DECLARATION PROVE TO BE F	SENERAL CONDITIONS OF	
Signature	Date	
Position	Name o	f bidder

SBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN FORM C4: **MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
	Is the tenderer any of its directors listed on the National Treasury's	Yes	No
	database as a company or persons prohibited from doing business with		
4.1	the public sector?		
4.1	(Companies for persons who are listed on this database were		
	informed in writing of this restriction by the National Treasury		
	after the audi alteram partem rule was applied).		
	If so, furnish particulars:		
4.1.1			
	Le the tanderer or any of its directors listed on the Devictor for Tonder	Vaa	Nia
	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of	Yes	No
	Corrupt Activities Act (No 12 of 2004)?		
4.2	(To access this Register enter the National Treasury's website,		
7.2	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)		
	If so, furnish particulars:	I	
	,		
4.2.1			
	Was the tenderer or any of its directors convicted by a court of law	Yes	No
4.3	(including a court of law outside the Republic of South Africa) for fraud		
	or corruption during the past five years?		
	If so, furnish particulars:		
4.3.1			
1.0.1			
	Was any contract between the tenderer and the Department entity or	Yes	No
4.4	any other organ of state terminated during the past five years on		
4.4.4	account of failure to perform on or to comply with the contract?		
4.4.1	If so, furnish particulars:		

Item	Question	Yes	No

CERTIFICATION

C	ERTIFICATION
•	E) CERTIFY THAT IN THIS DECLARATION FORM TO BE TRUE AND
•	CANCELLATION OF A CONTRACT, ACTION MAY BE S DECLARATION PROVE TO BE FALSE.
SIGNATURE	DATE
POSITION	NAME OF TENDERER

I the undersigned in submitting the accompanying tender

HE REMEDIAL OF STRUCTURALLY DAMAGED SUBSIDY UNITS.

FORM C5: SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

i, the undersigned, in submitting the accompanying tender.
(Tender Number and Description)
in response to the invitation for the tender made by:
NHBRC NHBRC
do hereby make the following statements that I certify to be true and complete in every respect:
do hereby make the following statements that recrtify to be true and complete in every respect.
I certify, on behalf
of: that:
(Name of Tenderer)

- 1. I have read and I understand the contents of this Certificate:
- 2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- 4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer:
- 5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- 6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive tendering.
 - * 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.

- 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
- 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 tender invitation relates.
- The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Tenderer

VOLUME 2: CONTRACT

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C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF TENDER AND ACCEPTANCE (MANDATORY REQUIREMENT)

OFFER

The purchaser, identified in the acceptance signature block, has solicited offers to enter into a contract for the remedial of structurally damaged subsidy units in Eastern Cape

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

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

THE OFFEDER TOTAL OF THE PRICES INCLUSIVE OF VALUE ARRED TAY IS:

THE OFFERED TOTAL OF THE FRIGIDAL MOLOGIVE OF VALUE ADDED TAX 10.	
R(in figures)	
This offer may be accepted by the purchaser by signing the acceptance part of this form of offer are acceptance and returning one copy of this document to the tenderer before the end of the period validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor the conditions of contract identified in the contract data.	of
Signature: (of person authorized to sign the tender):	
Name: (of signatory in capitals):	
Capacity: (of Signatory):	
Name of Tenderer: (organisation):	
Address:	
Telephone number: Fax number:	
Witness:	
Name / Signature:	
Date:	

ACCEPTANCE

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

The terms of the contract are contained in

Part C1 Agreements and contract data, (which include this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the purchaser 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 Purchaser:	
Signature:	
Name: (in capitals) .	
Capacity:	
Name of Purchaser:	NHBRC
Address:	05 Leeuwkop Road, Sunninghill , 2125
Witness:	
Name / Signature:	
Date:	

SCHEDULE OF DEVIATIONS

Notes:

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

1.	Subject:	
	Details:	
2.	Subject:	
	Details:	
3.	Subject:	
	Details:	
4.		
	Details:	

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

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

this agreement.

For the Tenderer:	For the Purch	aser:
	Signature	
	Name	
	Capacity	
Name and address of organiza	tion:	Name and address of organization
	_	
	_	
	_	
	Witness Signature	
	Witness Name	
	Date	

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Purchaser, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the		(day)	
of		(month)	
20	(year)		
at		(place)	
For the	Contractor:		
			Signature
			Name
			Capacity
Signatu of Witn	ure and Name ess:		
			Signature
			Name

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works Second Edition 2010 published by the South African Institution of Civil Engineering are applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947 and www.saice.org.za).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

PART 1: DATA TO BE PROVIDED BY THE EMPLOYER

REF. CLAUSE NO.	DATA BY EMPLOYER	
1.1.13	The Defects Liability Period is:	3 months
1.1.1.14	Time for achieving Practical Comple	etion of the whole of the Works is:
	12 Months	
1.1.1.15	The name of the Employer is: NHBR	RC
1.1.1.26	The Pricing Strategy is:	Re-measurement
1.2.1.2	The address of Employer:	
	Physical:	Postal:
	Joe Slovo House 05 Leeuwkop road, Sunninghill.	P O Box 461 Randburg 2125 Docex 96 Randburg
	Telephone No: (011) 317 0000	Fax No: (011) 317 0105

REF. CLAUSE NO.	DATA BY EMPLOYER			
5.3.1	The documentation required before commencement with Works execution are:			
	Initial programme (Refer to Clause 5.6) Works Insurance (Refer to Clause 8.6) Performance Guarantees Cash flows Safety Plan			
5.3.2	The time to submit the documentation required before commencement with Works execution is: 14 Days			
	Non-working days are: Saturdays and Sundays			
5.8.1	The special non-working days are: Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year.			
5.13.1	The penalty for failing to complete the Works is: R1000 per day			
5.16.3	The latent defect period is: as per NHBRC mandate			
	The percentage allowances to cover overhead charges:			
6.5.1.2.3	10% of the gross remuneration of workmen and foremen actually engaged in the day work; and 10% on the net cost of materials actually used to remove			
6.8.2	Contract Price Adjustment will not be applicable.			
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 60% provided a cession in favour of the Employer is provided from both the supplier and the Contractor.			
6.10.3	The limit of retention money is: 10%			
8.6.1	INSURANCE EFFECTED BY THE EMPLOYER NONE INSURANCE EFFECTED BY THE CONTRACTOR			
	a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:			
	CONTRACT WORKS AND SASRIA SPECIAL RISKS INSURANCE – which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.			
	PUBLIC LIABILITY INSURANCE – which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R 2 000 000.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.			

10.5.3

OTHER INSURANCE: Other insurances that should be provided by the Contractor to limit his risk exposure, but which are not mandatory include the following: i) Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement: ii) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COID) Act No 130 of 1993: iii) Employers Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00; Motor Vehicle Liability Insurance comprising (as a minimum) "balance of iv) Third Party" Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand); and Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by the endorsement to the relevant Policies of Insurance. b) In the event of any occurrence which is likely to or could give rise to a claim under insurances arranged by the Employer the Contractor shall:-(i) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Brokers or the Insurers by telephone, telefax giving the circumstances nature and an estimate of the loss or damage or liability; (ii) complete a claims advice form available from the insurance brokers to whom the form must be returned without delay; and (iii) Negotiate the settlement of claims with the Insurers through the Employer's insurance brokers and shall when required to do so obtain the Employer's approval of such settlement. 10.4 Dispute resolution by amicable settlement.

The number of Adjudication Board Members to be appointed is: Nil

PART 2: DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No	DATA BY CONTRACTOR
1.1.1.9	Name of Contractor:
1.2.1.2	Address of Contractor:
	Physical: Postal:
	<u>e-mail</u> :
6.2.1	The security to be provided by the Contractor shall be a performance guarantee/bond of 10% of the contract sum.

C1.2.2 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between
(hereinafter called the Employer) of the one part, herein represented by:
in his capacity as: AND:
(hereinafter called the Contractor) of the other part, herein represented by
in his capacity as: duly authorized to sign on behalf of the Contractor.

WHEREAS the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

CONTRACT NO. THE REMDEDIAL OF STRUCTURALLY DAMAGED SUBSIDY UNITS IN EASTERNCAPE

For the construction, completion and maintenance of the works;

AND WHEREAS the Employer and the Contractor have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the Act):

NOW THEREFORE the parties agree as follows:

- 1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.
- 2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- 3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Consultants from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
- 4. The 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 more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.

5.	The Contractor shall be obliged to report forthwith to the Employer any investigation, compla or criminal charge which may arise as a consequence of the provisions of the Act a Regulations, pursuant to work performed in terms of this agreement, and shall, on writt demand, provide full details in writing of such investigation, complaint or criminal charge.	nd
Thus si	gned at for and on behalf of the CONTRACTOR	
on this	he day of 20	
010114		
SIGNA	URE:	
NAME	AND SURNAME:	
CAPAC	ITY:	
WITNE	SSES: 1	
	2	
Thus si	gned at for and on behalf of the EMPLOYER on this	
the	day of	
SIGNA	URE:	
NAME .	AND SURNAME:	
CAPAC	ITY:	
WITNE	SSES: 1	
	2	

2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

GENERAL 1.

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

2. **DESCRIPTION OF ITEMS IN THE SCHEDULE**

The Bill of Quantities has been drawn up specifically for this project.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Consultant's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Consultant at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.

8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2010, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Consultant and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No. = number PC sum = Prime cost sum % = percent Prov sum = Provisional sum

10. PRODUCT NAMES OR SIMILAR APPROVED

Wherever reference has been made to product names, it also includes all similar SABS approved product names. Should alternative products be included, all relevant information to be supplied for approval by the SABS.

C2.2.1 BILL OF QUANTITIES FOR DEMOLISH AND REBUILD.

SUMMARY OF BILL OF QUANTITIES

SUMMARY OF SCHEDULE OF QUANTITIES

BILL 1	PRELIMINARY & GENERAL	R
BILL 2	ALTERATIONS(DEMOLITIONS)	R
BILL 3	EARTHWORKS	R
BILL 4	CONCRETE FORMWORK AND REIFORCEMENT	R
BILL 5	MASONRY	R
BILL 6	WATERPROOFING	R
BILL 7	CAPENTRY AND JOINERY	R
BILL 8	SUPPLIMENTARY PREAMBLES	R
BILL 9	IRON MONGERY	R
BILL 10	METAL WORK	R
BILL 11	PLASTERING	R
BILL 12	GLAZING	R
BILL 13	PAINTWORK	R
BILL 14	PROVISIONAL SUMS	R
SUBTOTAL		R
ADD CONTIN	IGENCIES @ 10%	R
SUBTOTAL		R
ADD VAT @	14 %	R
TOTAL CAR	RIED TO THE FORM OF TENDER ON PAGE C.2	R

C2.2.2

ADD VAT @ 14 %R......R......

TOTAL CARRIED TO THE FORM OF TENDER ON PAGE C.2R

BILL OF QUANTITIES FOR ROOF REPLACEMENT

C2.2.3 BILL OF QUANTITIES FOR INCOMPLETE WORKS

SUMMARY OF ITEM ON THE QUANTITIES

SUBTOTAL R......R

ADD CONTINGENCIES @ 10%	R
SUBTOTAL	_
SUBTOTAL	K
ADD VAT @ 14 %	D
ADD VAT @ 14 /0	
TOTAL CARRIED TO THE FORM OF TENDER ON PAGE C.2	R
SIGNED ON BEHALF OF TENDERER:	
Summary of the project cost.	

CLINANA DV OF THE DDOLECT			
SUMMARY OF THE PROJECT			
Project Area: Oviston			
Demolish and Rebuilt of Subsidy housing unit			
item Description	No of Units	Cost estimate per Unit	Total
1 Demolish and Rebuilt subsidy units	38	cost estimate per onit	10001
2 Beamfilling to completion	7		
3 Topstructure to Completion	4		
4 Plumbing and Drain Connection	9		
5 Electrical connection	9		
6 Water connection	9		
7 Total to summary		•	
Project Area: Burgersdorp			
Demolish and Rebuilt of Subsidy housing unit			
item Description	No of Units	Cost estimate per Unit	Total
1 Demolish and Rebuilt subsidy units	6		
2 Total to summary			
Project Area: Ilinge			
Demolish and Rebuilt of Subsidy housing unit			
item Description	No of Units	Cost estimate per Unit	Total
1 Demolish and Rebuilt subsidy units	28		
2 Beamfilling to completion	3		
3 Beamfilling to completion excluding roof	7		
4 Plumbing and Drain Connection	0		
5 Electrical connection	0		
6 Water connection	0		
7 Total to summary		1	
Desired Associations			
Project Area: Ilinge	:		
Roof Replacement on existing subsidy housinh unitem Description	No of Units	Cost astimate neglinit	Total
		Cost estimate per Unit	Total
1 Roof replacement to subsidy housing units2 Fascia Boards and Bargeboards	51 2	-	
3 Paint to external walls	2	 	
4 Beamfilling plaster	2		
5 Electrical connection	0	 	
6 Water connection	0	 	
7 Total to summary		<u> </u>	
, rotal to summary			
TOTAL PROJECT TO SUMMARY			
item Description	Cost	estimate per project	
1 Oviston	2031	por project	
2 Burgersdorp			
3 Ilinge (Demolition and rebuilt			
4 Ilinge (Roof replacement)			
7 Total to summary			
The total estimate include 10% contingency and va	at.		

C3 SCOPE OF WORK

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C4 SITE INFORMATION

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the SABS 1200 Standardized Specifications and SANS 10400.

Although not bound in nor issued with this Document, the following Parts of the SABS 1200 Standardized Specifications shall apply:

SABS 1200 A: **General** (1986)

Consultants Office (1986) SABS 1200 AB: Site Clearance (1980) SABS 1200 C: Earthworks (1988) SABS 1200 D:

SABS 1200 GA: Concrete (Small Works) (1982)

SANS 10400:

HBM: Part 1 & 2 and Part 3

Variations and additions to the various SABS 1200 Standardised Specifications are given in Portion B of the Project Specifications

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396:2003: Implementing Preferential Construction Procurement Policies using

Targeted Procurement Procedures

SANS 1914-1 to 6 (2002): **Targeted Construction Procurement**

Construction and Management Requirements for Works Contracts SANS 1921-1 (2004):

Part 1: General Consulting and Construction Works and where

accommodation of traffic is involved:

Construction and Management Requirements for Works Contracts; SANS 1921-2 (2004):

Part 2: Accommodation of Traffic on Public Roads Occupied by the

Contractor.

C3.2 **PROJECT SPECIFICATIONS**

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Consultant before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS.1 PROJECT DESCRIPTION

This contract comprises the Rectification of structurally damaged subsidy units in the Eastern Cape Province and spread over two regions of Joe Ggabi(Gariep local Municipality) and Chris Hani region (Lukhanji Local Municipality.

Portion 1

Joe Gqabi: (OVISTON) completion of 09 units from plumbing, external doors, water and electricity connections and apron. 3 units top-structure to completion, 7 units total demolish and rebuild. Burgersdorp area, 06 units to be demolished and rebuild with beam-filling to be completed, 01 unit demolish top-structure rebuild to completion and 38 units

Chris Hani: (ILINGE)completion of 7 units from beam filling to completion, 3 units from roof to completion and 28 units from demolition to rebuilding new units.

Portion 2

Chris Hani (ILINGE) Roof replacement of 51 units.

Tenderers are drawn to this attention of incomplete work on both projects

JOE GQABI REGION (GARIEP MUNICIPALITY)

OVISTON

Demolish and	Beam-filling	Top-structure	Plumbing	Electrical	Water
rebuilt 40sqm	to completion	to completion	and drain	connection	connection
subsidy			connection		
house					
38 units	07 units	04 units	09 units	09 units	09 units

BURGERSDORP

Demolish and rebuilt 40sqm subsidy house		Top-structure to completion	Plumbing and drain connection	Electrical connection	Water connection
06 units	0 units	0 units	0 units	0 units	0 units

CHRIS HANI REGION (LUKHANJI MUNICIPALITY)

ILINGE (demolish and rebuilt)

Demolish and rebuilt 40sqm subsidy house	Beam-filling to completion	Beam-filling excluding roof	Plumbing and drain connection	Electrical connection	Water connection
28 units	03 units	07 units	10 units	10 units	10 units

ILINGE (Roof replacement)

Dismantle	Fascia boards	Paint	to	Plaster	tο	Electrical	re-	Ceiling	and
existing roof		external		beam filin		connection		paint	ana
to completion	bargeboards	walls			Ü			•	
51 units	02 units	02 units		02 units		0 units		0 units	

PS.2 DESCRIPTION OF THE SITE AND ACCESS

PS.2.1 Location of Site

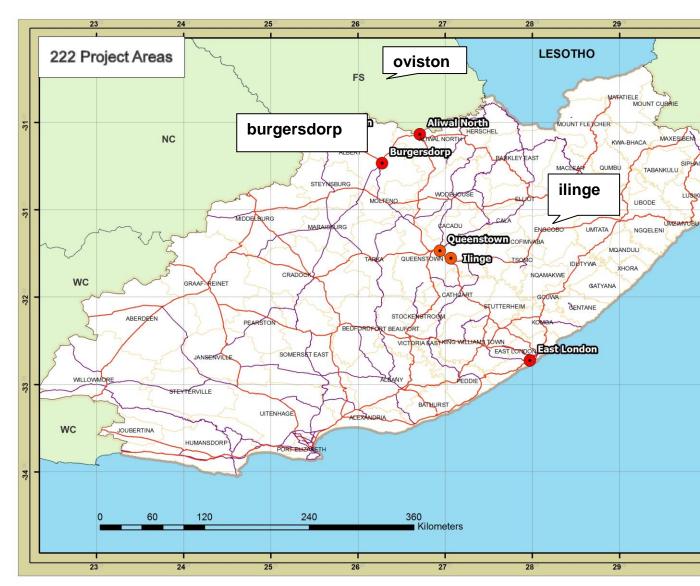
The sites are located in two regions of Eastern Cape Province ie, Chris Hani region and Joe Gqabi region. The local Municipality in Chris Hani is Lukhanji local Municipality situated in Queenstown. The local Municipality in Joe Gqabi is Gariep Local Municipality situated in two towns of Burgersdorp and Venterstad.

Chris Hani region has 51 units with roof replacement and 28 units of demolish and rebuild in Ilinge township.

Joe Gqabi region has two locations in both locations, Burgersdorp with 06 units for demolish rebuild and Venterstad has 38 units to be demolished and rebuilt in Oviston township.

PS.2.2 Access to Site

Good all weather access is afforded to the site however access within the site from the distribution yards/points to each toilet is rural by nature and comprises local access roads, tracks etc which may not be passable during wet weather. The Contractor must make his own assessment in this regard.



S.2.3 Geotechnical information

The geotechnical report has been conducted by the appointed engineers Risimati consulting Civil engineers. The sites has been classified according to NHBRC soil Classification . the information will be available on request.

PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS.3.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements

relevant to the project.

Certain aspects however require further attention as described hereafter.

This contract is essentially a supply install and management contract whereby the Contractor is expected to provide all the materials and construct a subsidy house and is required to employ labour from the target community. The Contractor must then manage all resources and ensure that the product is delivered on time and in accordance with the specifications contained herein. It will therefore be important for the Contractor to demonstrate that he has a clear understanding of how he intends achieving this and that this is clearly spelt out in the returnables.

PS.3.2

PS.3.3 Construction Programme

(a) <u>Preliminary Programme</u>

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) <u>Programme in terms of Clause 5 of the General Conditions of Contract</u>

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7 of the General Conditions of Contract 2010.

The programme shall take cognisance of the health and saftety requirements noted in PS.3.8 and in particular that teams must be resourced and managed to ensure that pits are not left open for more than 48hours before the super-structure is installed.

PS.3.4 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with two complete colour paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce therefrom all further paper prints required for the construction of the work.

Any information which the Contractor has control over and which is required by the Consultant to complete the drawings of record shall be made available to the Consultant before the Completion Certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Consultant. The Consultant will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site.

PS.3.5 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Consultant. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Consultant will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could

cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. The Contractor will have a Quality controller on site to accompany the Project Manager during inspections. His attention is drawn to the fact that it is not the duty of the Consultant or the Consultant's representative to act as foreman or surveyor.

PS.3.6 Site Establishment (Read with SANS 1921 - 1: 2004 clause 4.14)

This contract is to be executed in an area surrounded by densely populated rural settlements and as such safety will be paramount. Furthermore all due courtesy must be exercised in so far as local resources are concerned (labour and materials).

The dedicated ISD will facilitate all communication with the target community.

(a) Water and Electricity

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

A suitable site within the target community will be identified once work commences. The contractor will need to make all necessary allowances for his own security, fencing etc.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that the site camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

(c) Telephone

The contractor shall make his own arrangements in this regard. Cellular phone coverage is available in the area as are the normal land line facilities provided by Telkom.

PS.3.7 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

The Works will be constructed in an area inhabited by people including many children.

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory

and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.2

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

The Contractor shall take all reasonable steps to render any pit left open in safe condition. In this regard no pit may be left open for more than 48hrs prior to the installation of the toilet superstructure. Any pit deeper than 1.5m shall after shaping of the side walls be protected by the installation of a 500mm wide collar as per the specification of the drawings and the precast pit cover shall then be installed and if necessary removed to facilitate completion of the pit excavation. No additional payment will be made for rendering the pit safe as detailed above and all such costs shall be included in the relevant rates.

Where pits are to be lined to full depth, the contractor is to take particular care to safeguard the trench from collapse during construction and to ensure that no-one is left working unattended in a pit excavation. Should the contractor consider any pit to be unsuitable in terms of its risk of collapse, then such a pit must immediately be safeguarded against such collapse, no further work should proceed in such a pit, the pit must also be safeguarded to prevent any person or animal falling into the pit and the contractor must also immediately notify the Consultant and call for a ruling in the matter.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

PS.3.8 Management of the Environment (Read with SANS 1921 - 1:2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Consultant may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Consultant.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in C3.3, Particular Specifications, will be adhered to.

Failure to adhere to the EMP in all respects will be recorded on the Harry Gwala District Municipal and NHBRC data bases and will affect the award of adjudication points to the Contractor on future work tendered for.

PS.3.9 Abnormal Climatic Conditions

No extension of time for completion shall be granted for normal rainfall but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below separately for each calendar month or part thereof. It shall be calculated for the full period for completion of the contract plus any granted extension thereof:

$$V = (Nw - Nn) Rw/Rnif (Nw - Nn)>0$$

The symbols have the following meanings respectively:

- V = Extension of time in calendar days is respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of 10mm or more is recorded.
- Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month
- Rw = Actual rainfall recorded for the calendar month.
- Rn = Average rainfall for the calendar month under consideration as determined from existing rainfall records.

When calculating the extension of time for a part of a month pro rata values of Rn and Nn shall be used.

The factor Rw/Rn shall be deemed to be fair allowance for days on which wet conditions disrupted or prevented work but on which a rainfall of 10mm or more was not recorded. If the value of Rw/Rn exceeds 2,5 it shall be taken as 2,5.

If Nw for any month is smaller than Nn the formula to be used shall be:

$$V^1 = (Nn - Nw)$$

The total extension of time for completion shall be the sum of the values of

V minus the sum of the values of V¹.

Total extension of time = $V-V^1$.

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Consultant on a daily basis.

b) Should an extension of time be granted by the Consultant the Contractor shall be reimbursed for his time related Preliminary and General items contained in the schedule of Quantities. The amount of reimbursement shall be calculated as follows:

No of days extension of time granted

Total number of working days in the Contract

X Total for time related P&Gs

PS.3.10 Drawings of Record

Any information in the possession of the Contractor, which is necessary for the Consultant's Representative to complete his "drawings of record", must be submitted to the Consultant's Representative before a final payment certificate and a certificate of completion will be issued.

<u>PART B : AMENDMENTS TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS</u>

INTRODUCTION

In certain clauses in the Standard Specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract.

Details of such alternative or additional requirements applicable to this contract are contained in Part B1 of the project specifications.

The number of each clause and each payment item in this part of the project specifications is prefixed "PS" and numbered sequentially followed by a number corresponding to the relevant clause or payment item in the standard specification in parentheses.

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included.

Additional particular specifications are also included in Part B2 and are prefixed "P" and numbered alphabetically.

PART B1: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA GENERAL

PSA.1 MATERIALS (3)

PSA 1.1 QUALITY (3.1)

All materials used in this contract shall comply with the relevant SABS Specification (as amended) or particular specification as noted.

PSA.2 PLANT (4)

PSA.2.1 PLANT FOR CONSTRUCTION PURPOSES (No reference)

The Contractor's plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously.

Should the Consultant be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, they shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.

PSA.2.2 <u>CONTRACTOR'S CAMP</u> (4.2)

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements with the Ward Councilor regarding the housing of his employees.

The Contractor shall provide in locations approved by the Consultant, adequate sanitary facilities for the use of all persons engaged on the Works. Such conveniences, which shall comply with Local Authority regulations, shall be maintained in a clean and hygienic condition and shall be properly secluded from public view and their use shall be strictly enforced.

The Contractor shall make his own arrangements with the municipal authorities for any bucket removals and shall bear all the costs in connection with such service. On removal of such conveniences the sites thereof shall be left in a clean, sanitary and tidy condition.

PSAB CONSULTANT'S OFFICE

PSAB.1 MATERIAL (3)

PSAB.1.1 NAMEBOARDS (3.1)

The Contractor shall supply one name board per each region in accordance with the details indicated in this document.

The board shall be placed in a position designated by the ward Councilor.

This board shall remain the property of the Contractor who shall dismantle and remove the said board on completion of the contract.

PSAB.1.2 OFFICE BUILDINGS (3.2)

No facilities are required for the Consultant.

PSAB.1.3 PLANT (4)

No telephone facilities are required by the Consultant.

PSGA CONCRETE (SMALL WORKS)

PSGA.1 PLANT (4)

PSGA.1.2 Finish (4.4.2)

The finish of all exposed concrete whether internal or external shall be smooth "off the shutter" all other concrete surfaces shall be measured as rough.

PSGA.2 **CONSTRUCTION** (5)

PSGA.2.1 **Quality** (5.4.1)

All concrete used on this contract shall be strength concrete.

On the drawings strength concrete has been designated by its characteristic strength followed by the size of stone to be used in its manufacture, e.g. 25/19 refers to a concrete of strength 25 MPa at 28 days made with 19mm stone.

PSGA.2.2 Ready mixed concrete (5.4.1.3)

Ready-mixed concrete will be accepted on this project. Site mixed/hand mixed concrete shall not be acceptable on structural elements of the building.

PSGA.3 TESTS (7)

PSGA.3.1 Frequency of testing (7.1.2)

As the concrete used on this contract will involve large quantities testing might be required.

PSGA.4 MEASUREMENT AND PAYMENT

PSGA.4.1 **Concrete** (8.1.3.3)

PSGA.4.2 (a) The unit rates for concrete shall not include for the cost of testing.

PART B2: PARTICULAR SPECIFICATIONS

PA: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

PA.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Domesticated animals, Children and other uneducated people playing or entering dangerous work areas (eg open pits) and the need to take pro-active steps to inform residents of the dangers and to adequately protect the works. The ISD consultant will assist the Contractor in communicating these issues to the target community however the responsibility for ensuring that adequate steps are taken in this regard remains that of the Contractor;
- Work in close proximity to main roads and the need to adequately educate workers as to the dangers associated therewith and to take adequate steps to ensure their safety;
- Work in close proximity to main roads and the need to warn drivers as to the associated dangers of workmen, construction vehicles etc and to take adequate steps to erect the necessary signage and monitor driver activity etc;
- Particular care must be taken to ensure that all open pits are properly barricaded and made safe as specified to avoid accidental collapse;
- Steps are to be taken to warn local residents of the dangers of any open pits especially in so far as children are concerned. The Employer will make the services of an ISD consultant available to the Contractor;
- All workmen are to be given proper training in the safe use of their tools, the tools used by others on the Contract and the dangers associated therewith;
- Dangers associated with the handling and lifting of heavy concrete items; and
- The Contractor's plant shall be left in a safe and managed environment when not in use.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

PA.2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "client" as defined in the Construction Regulations 2003. "Employer" and "client" is therefore interchangeable and shall be read in the context of the relevant document.

(a) "Contractor" wherever used in the contract documents and in this specification, shall have the same meaning as "Contractor" as defined in the General Conditions of Contract.

In this specification the terms "principal contractor" and "contractor" are replaced with "Contractor" and "subcontractor" respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(b) "Consultant" where used in this specification, means the Consultant as defined in the General Conditions of Contract. In terms of the Construction Regulations the Consultant may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

PA.3 TENDERS

The Contractor shall submit the following: (post award)

- a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PA.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (a) construction work that will exceed 30 days or 500 person-days:
- (b) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings

The notification must be done in the form of the pro forma included on page T.53 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Consultant, employees and persons on site.

PA.5 **RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Consultant, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

PA.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

PA.6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

PA.6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PA.7 APPOINTMENT OF SAFETY PERSONNEL

PA.7.1 **Construction Supervisor**

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

PA.7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

PA.7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

PA.7.4 Health and safety committee

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular internals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

PA.7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations:
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17:
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20:
- (I) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and
- (p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

PA.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Consultant, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (q) A copy of the OHSA 1993 Construction Regulations 2003;
- (r) A copy of this Health and Safety Specification;
- (s) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (t) A copy of the Notification of Construction Work (Regulation 3);
- (u) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (v) A copy of the risk assessment described in Regulation 7;
- (w) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (x) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (y) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (z) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (aa) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (bb) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (cc) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (dd) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (ee) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

PA.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Consultant on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

That such collapse or failure can be attributed to faulty design or insufficient design

standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

Demolition work (Regulation 12) (i)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(i) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Consultant for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms is done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chain (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of

construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) <u>Use of temporary storage of flammable liquids on construction</u> (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings *related to non-conformance to the Act* and the Regulations.

PA.10 MEASUREMENT AND PAYMENT

PA.10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

VOLUME 1: CONTRACT

PB: **ENVIRONMENTAL MANAGEMENT PLAN**

PB.1 PLANS

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Consultant.

PB.2 USE OF LAND

The Contractor shall not use the land comprising the Works or any land connected to the Works, for any purpose whatsoever other than for the proper carrying out of the Works and shall place any camps that may be required for himself and his employees only on sites approved by the Consultant.

No trees or bushes shall be damaged or cut down by the Contractor or by any of his employees whether for use in the Works or otherwise without the written consent of the Consultant.

PB.3 VEGETATION CLEARANCE

PB.3.1 Woody vegetation

- PB.3.1.1 Prior to the start of construction, woody vegetative matter shall, where directed in writing by the Consultant, be stripped. This material shall either be spread randomly throughout the surrounding veld so as to provide biomass for other micro organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface.
- PB.3.1.2 No vegetative matter shall be burnt or removed for firewood.

PB.3.2 Herbaceous vegetation

During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimised as far as possible.

PROTECTION OF VEGETATION **PB.4**

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged.

PB.4.1 Vegetation within or adjacent or outside the Works area

The following provisions shall apply with respect to the protection of areas of vegetation.

- PB.4.1.1 No tree or shrub shall be felled, lopped, cut or pruned without the prior written approval of the Consultant:
- PB.4.1.2 No tree or shrub shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Consultant;
- PB.4.1.3 No tree shall be burned for any reason:
- PB.4.1.4 For every tree protected by these specifications, which is removed or, in the opinion of the Consultant, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R2 000.00 per tree to the Employer;
- PB.4.1.5 Trees which have been selected for preservation by the Consultant shall be fenced around their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees. The area shall also not be used for material storage or as allocation for temporary buildings; and
- PB.4.1.6 Where such trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

PB.4.2 Transplantation of rare and endangered plant species

Prior to vegetation clearing, any rare or endangered plant species which have been identified by the Consultant or his environmental representative must be removed and transplanted as instructed herein.

PB.4.2.1 Transplanting of small trees (1 to 1,5m height) and small shrubs (0,5 to 1m height)

- a. Trees and shrubs shall only be transported between the months of April and September. Deciduous trees and shrubs shall be transplanted only when they are in a leafless condition.
- b. Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1m x 1m x 1m and shrubs shall be transplanted in holes of 600mm x 600mm x 600mm.
- c. Trees and shrubs shall be planted so that their stems or trunks are at the same depth as in their original location. The orientation of the transplanted plants must be the same as in their original location (i.e. the north-facing side of the plant must remain north-facing after it has been planted.)
- d. Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid if they are evergreen.
- e. Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.

PB.4.2.2 Transplanting aloes, succulents and bulbous plants

- Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year.
- b. Aloes and bulbous plants shall be planted in similar conditions and to the same depth as they were before they were removed.
- Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

PB.4.3 Alien vegetation

The Consultant may instruct the Contractor to remove alien vegetation from the works area for the duration of the construction and maintenance period. Such vegetation will be identified by the Consultant or his environmental representative and the method of eradication will be specified by him/her.

The use of topsoil for rehabilitation contaminated with the seed of alien vegetation will not be permitted.

VOLUME 1: CONTRACT

PB.5 PROTECTION OF FAUNA

The Contractor shall ensure that all Works are undertaken in such a manner which minimizes the impact on the local fauna and shall apply the following specifications with respect to fauna management and protection:

- PB.5.1 Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his subcontractors or his subcontractors' employees;
- PB.5.2 The Contractor and his employees shall not bring any domestic animals onto the site;
- PB.5.3 The contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pests;
- PB.5.4 There shall be no feeding of animals;
- PB.5.5 The Contractor shall ensure that domestic and native animals belonging to the local community shall be kept away and are safe from unprotected works; and
- PB.5.6 The Contractor shall advise his workers of the penalty associated with the needless destruction of wildlife, as set out in the Animals Protection Act (Act 71 of 1962) sec. 2 (fine of R2 000 and/or 12 months imprisonment).

PB.6 ARCHAEOLOGICAL ARTIFACTS

- PB.6.1 Known archaeological sites shall be indicated by the Consultant and shall be protected by a three strand fence which will be at least 2m outside the extremities of the site. The fence shall be clearly marked with danger tape.
- PB.6.2 Should the Contractor expose any archaeological artefacts during excavation, work on the area where the artefacts were found shall cease immediately and the Consultant shall be notified as soon possible.
- PB.6.3 Upon receipt of such notification, the Consultant will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon the advice from the Archaeologist, the Consultant will advise the Contractor of the necessary actions to be taken.
- PB.6.4 Under no circumstances shall archaeological artefacts be removed, destroyed or interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees.
- PB.6.5 The Contractor shall ensure that none of his employees gain access to any archaeological areas (whether fenced or unfenced), except when authorised to do so by the Consultant.
- PB.6.6 The Contractor shall stay strictly within the 20m working width of the Works in order to prevent disturbance of possible grave sites and remnant settlements. Should any work be necessary outside of the working width, then this shall only be done in areas approved by the Consultant.

PB.7 SCENIC QUALITY

PB.7.1 The Contractor shall not establish or undertake any activities which, in the opinion of the Consultant, are likely to adversely affect the scenic quality of the area. The Consultant

may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.

- PB.7.2 No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.
- PB.7.3 All cut and fill forms shall be rounded at the edges to blend then with the surrounding landforms.
- PB.7.4 Where instructed by the Consultant, all packed and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.
- PB.7.5 Where instructed by the Consultant, all concrete structures shall be treated so as to blend in with the colours of the surrounding landscape. This shall be done either through painting or through treatment with a staining or coloration compound. All other permanent structures shall have colours which are chosen to blend in with the dominant colours of the surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

PB.8 WORKING AREA

PB.8.1 The area of construction as reasonably indicated on the general layout drawings.

PB.9 ACCESS ROADS AND VEHICLE TURNING AREAS

- PB.9.1 No new permanent access roads other than those agreed to by the NHBRC shall be developed by the Contractor.
- PB.9.2 Existing roads shall be used as far as possible for inspection purposes.

PB.10 MATERIAL LAYDOWN AREAS

VIP units may only be offloaded in areas that have been agreed with ward councillor on behalf of the benefiting community.

PB.11 FIRES

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

PB.12 FENCING

- PB.12.1 Where instructed by the NHBRC, fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed into such fenced areas.
- PB.12.2 In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Consultant and re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Consultant directs its earlier removal.
- PB.12.3 If any fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.

PB.12.4 The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. Where, possible, the fence line must be aligned to retain trees or groups of trees. There shall be no removal of the grass cover or topsoil within this width.

PB.12.5 Any fences damaged by the Contractor shall be repaired as soon as practicable at his cost.

PB.13 TOPSOIL

PB.13.1 Source of topsoil

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures are required. These areas will include all areas to be excavated for the purposes of constructing a VIP toilet. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

The topsoil is regarded as the top 150mm of the soil profile, irrespective of the fertility appearance, agricultural potential, structure and composition of the soil.

PB.13.2 Topsoil stripping

PB.13.2.1 Not applicable.

PB.13.3 Topsoil stockpiling

- PB.13.3.1 Not applicable.
- PB.13.3.2 Not applicable.
- PB.13.3.3 Not applicable.

PB.13.4 Topsoil placement

- PB.13.4.1 Topsoil shall be placed to the depth indicated in the project specification over all areas where it has been stripped after construction in those areas has ceased. Topsoil placement shall be done concurrently with construction or as soon as construction in an area has ceased.
- PB.13.4.2 Topsoil shall be placed in the same soil zone from which it has been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil of similar quality may be bought from other soil zones of similar quality at the approval of the Consultant.
- PB.13.4.3 Where insufficient topsoil has been stripped by the Contractor to provide the minimum specified depth, the Contractor shall obtain suitable substitute material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the Consultant or Environmental Officer.
- PB.13.4.4 After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over the top soiled area as instructed by the Consultant.

PB.14 BORROW PITS AND QUARRIES

- PB.14.1 If a borrow pit is to be developed or an existing one is to be excavated, all topsoil from the area that is to be quarried must be stripped and stored for later rehabilitation for the pit.
- PB.14.2 Stripping and excavation actions shall be progressive in such manner that those parts of the borrow pit or quarry where work is complete can be rehabilitated while other areas are still being quarried.
- PB.14.3 Cut slopes of borrow pits and quarries shall have a vertical: horizontal gradient of not steeper than 1:3 (about 18 degrees), and preferably 1:5.
- PB.14.4 During excavation, work will be carried out in such a way that slopes of open works are not made dangerously steep.
- PB.14.5 Borrow pits shall be used as dump sites for excess rock spoil. On completion of spoiling the pits shall be reshaped and covered with layer of topsoil. On no account may spoil or rock by placed in drainage ways without the prior consent of the Consultant. On sites where old excavations are to be found, rock, waste and mud from new excavations will be used to fill in the old excavations.
- PB.14.6 Stormwater cut off drains shall be provided at the top of the cut slope, where identified as necessary by the Consultant, to prevent erosion of the rehabilitated surface of the borrow pit or quarry.
- PB.14.7 No borrow pit shall be used as a dump site for refuse material or for toxic material e.g. cement, oil, diesel, rubber and similar materials.
- PB.14.8 There will be no workshops, chemical or fuel stores on the borrow pit site.
- PB.14.9 Sufficient soil conservation works for preventing soil erosion will be established at the rehabilitated areas.

PB.15 BATCHING

Concrete shall be mixed only in areas which have been specially demarcated for this purpose. All concrete that is spilled outside these areas, shall be promptly removed by the Contractor and taken to an approved dump site. After all concrete mixing is complete, all waste concrete shall be removed from the batching area and disposed of at an approved dump site. Stormwater shall not be allowed to flow through the batching area. Water laden with cement shall be collected in a retention area for evaporation.

PB.16 EROSION PREVENTION

- PB.16.1 The Consultant will instruct the Contractor on the measures to be taken to ensure that there is no undue stormwater damage and soil erosion resulting from the construction activities. The Contractor shall nevertheless take interim measures to ensure that no undue erosion damage occurs and shall advise the Consultant of all potential problem areas.
- PB.16.2 Surface stormwater shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes or along the pipeline route without erosion protection measures being place.
- PB.16.3 Stormwater deflection berms or stone pitched channels shall be constructed at regular intervals (plus minus every 15-30m) diagonally across the pipeline servitude on slopes as directed by the Consultant.

PB.17 EARTHWORKS

- PB.17.1 All cut and fill forms shall be rounded on the edges to allow them to blend with the surrounding landforms.
- PB.17.2 Where the backfill over the pipe trench will impede the natural flow of water, the backfill shall be shaped to allow an even flow across the line.

PB.19 SPOIL AND WASTE MATERIAL

- PB.19.1 The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the Municipality. The dumped material must be finally rounded to have slopes not steeper than 1:3.
- PB.19.2 The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Consultant.

PB.20 REFUSE DISPOSAL

The Contractor shall dispose of all refuse generated by him or his subcontractor on a weekly basis at an approved refuse disposal site.

PB.21 ABLUTION FACILITIES

Portable toilets shall be placed within easy access of the Contractor's employees. These toilets shall be moved to follow the progression of the Works. Waste generated by these toilets shall be disposed of in an acceptable manner following consultation with the Consultant.

PB.22 CLEARANCE OF SITE ON COMPLETION

- PB.22.1 On completion of the Works, the Contractor shall clear away and remove from the works area all constructional plant, signboards, surplus rock and other material, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement and re-vegetation.
- PB.22.2 The Contractor shall load and haul excess spoil to fill the borrow pits or to dump sites approved by the Consultant. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

PB.23 ENVIRONMENTAL AWARENESS OF EMPLOYEES

The Contractor shall arrange that all his employees and those of his subcontractors receive environmental awareness and/or training before commencement of construction to the satisfaction of the Consultant, in order that they:

- PB.23.1 acquire a basic understanding of the key environmental features of the work site and environs;
- PB.23.2 are thoroughly familiar with the requirements of these Environmental Protection and Control Specifications as they apply to the Works;

PB.23.3 if required by the Consultant, receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route; and

PB.23.4 are made aware of any other environmental matters which are deemed to be necessary by the Consultant.

PB.24 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATION

- PB.24.1 All persons employed by the Contractor or his subcontractors shall abide by the requirements of these specification as they apply to the Works.
- PB.24.2 Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Consultant to leave site forthwith. No extension of time will be granted for any delay or impediment to the Contractor bought about by a person ordered to leave the site.
- PB.24.3 Supervisory staff of the Contractor and his subcontractor shall not direct any person to undertake any activities which would place such a person in contravention of the

Environmental Protection and Control Specification.

PB.25 COMPLIANCE AND MONITORING

The Consultant shall be responsible for implementing a consistent monitoring program to ensure that construction specifications are upheld and that negative environmental impacts are regularly assessed and mitigated against.

The Contractor shall obtain written approval from the Consultant that the site is rehabilitated to their satisfaction at the end of the contract (practical closure) as well as after a 12 month liability period (final closure). If, in the opinion of the Consultant, the Environmental Protection and Control Specifications have not been complied with, further rehabilitation measures can be specified, the costs of which will be borne by the Contractor.

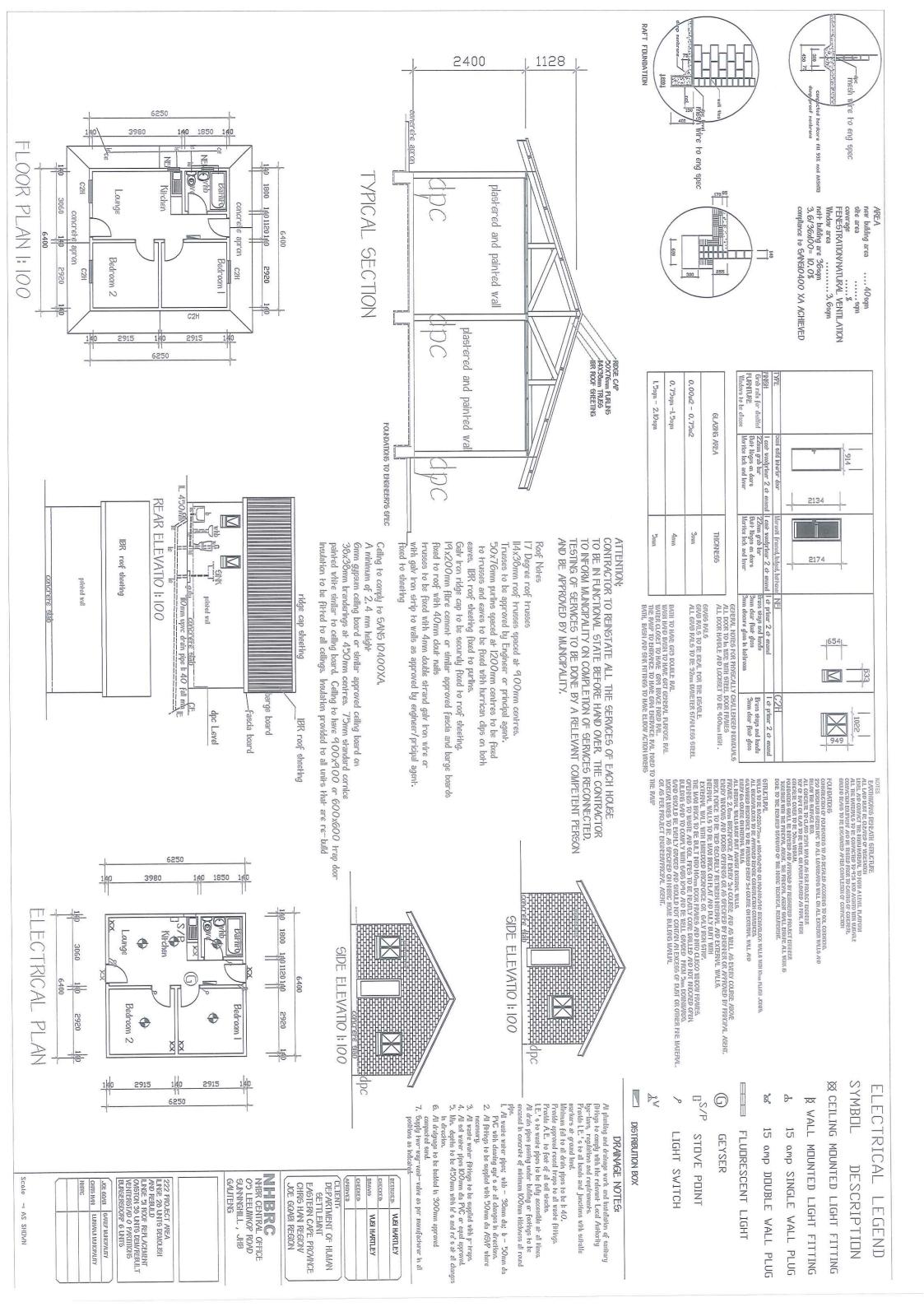
The Contractor shall provide hard copy of the list of beneficiaries in the following format with each claim certificate. The full served beneficiary data base, with coordinates, will be kept by the contract and handed over to the Consultant at the completion of the project in the electronic format and one hard copy.

#	Name & Surname	ID Number	Ward & Isigodi	Co- ordinates S	Co- ordinates E

C4 SITE INFORMATION

The following information is enclosed overleaf for information and clarity:

1	Included PS.2.1.	under	Par.	Locality of the project
2	Plan			Typical layout plan of 40sqm



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Y TYPE C, CLAS					6310	59.781	6.310	6310	20	6	3	2	02	Y16	3	BEAM 5, 7,8
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SYMBOLS TO S																
EW EACH WAY																
ABR ALTERNATE BARS RE																
EF EACH FACE																
ALT ALTERNATE																
STG STAGGERED																
TOG TOGETHER																
T TOP																
T1 HIGHEST TOP LAYER																
T2 2ND HIGHEST TOP LAY																

TYPE OF STEEL .	BAR [WEIGHT IN kg/m
R TYPE A MILD STEEL	6	0,222
TO SANS 920	8	0,395
	10	0,616
Y TYPE C, CLASS 2 GRADE 1	12	0,888
OR TYPE D GRADE 1 -	16	1,579
DEFORMED HIGH YIELD	20	2,466
STRESS STEEL TO SANS 920	25	3,854
	32	6,313

) SANS 0144 - 1978

REVERSED

AYER

B BOTTOM

B1 LOWEST BOTTOM LAYER

B2 2ND LOWEST BOTTOM LAYER

FF FAR FACE

NF NEAR FACE

HOR HORIZONTAL

VERT VERTICAL

HC HIGH CHAIR

CHC CONTINUOUS HIGH CHAIR

MILD STEEL										
	6mm	8mm	10mm	12mm	16mm	20mm	25mm	32mm	40mm	
Total Length for sheet (m)			3.600							
Total Length for structure (m)			3.600							
Mass (kg)			149.688							
Total mass for sheet (kg)			149.688							
Total mass for structure (kg)			149.688							
	 	HIGH T	ENSILE	STEEL						
	6mm	8mm	10mm	12mm	16mm	20mm	25mm	32mm	40mm	
Total Length for sheet (m)					12.770					
Total Length for structure (m)					12.770					
Mass (kg)					120.983					
Total mass for sheet (kg)					120.983					
Total mass for structure (kg)					120.983					

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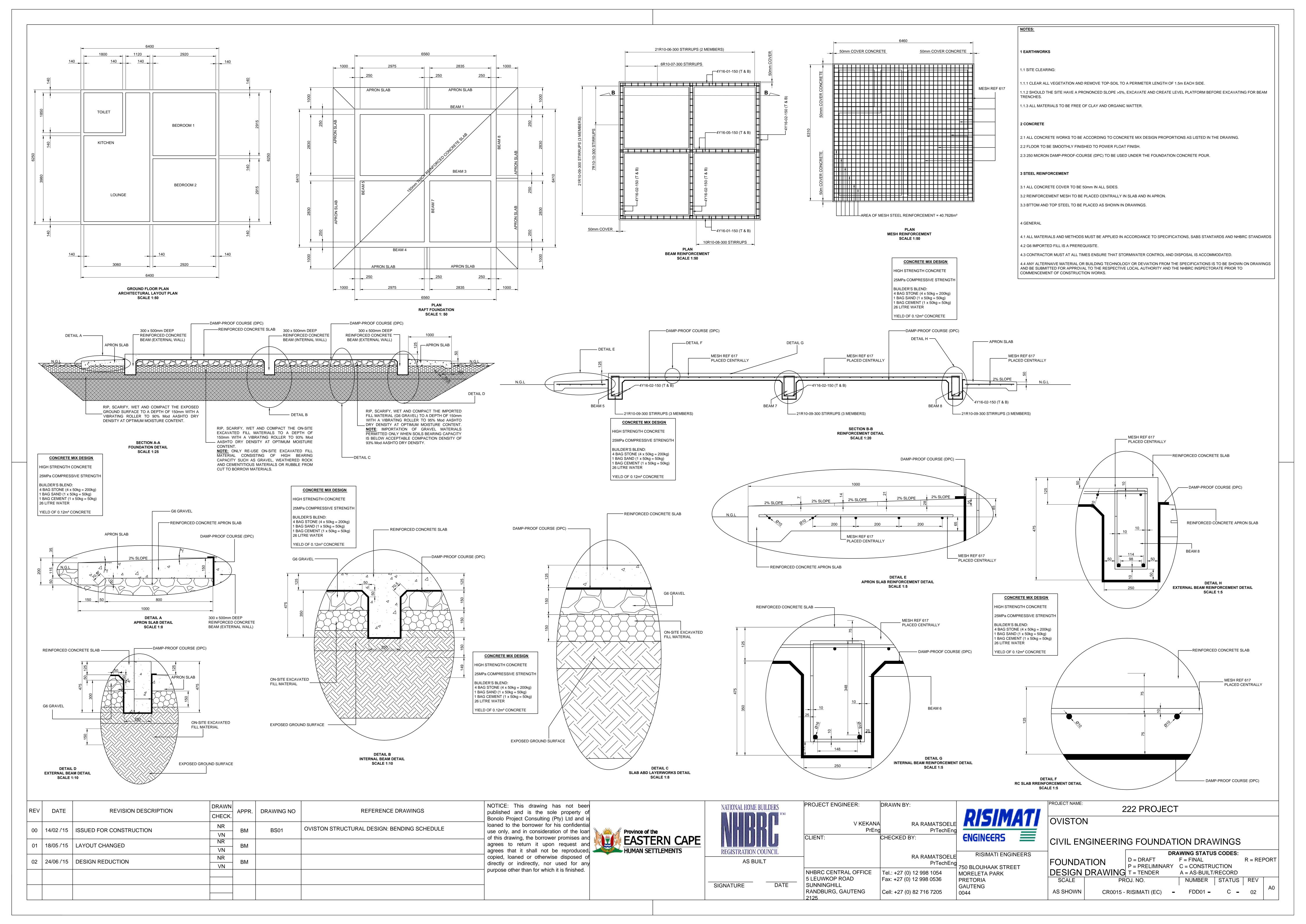
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	V KEKANA PrEng	10(10 110) (100222
	CLIENT:	CHECKED BY:
		B MASEKO PrCPN
_	NHBRC CENTRAL OFFICE 5 LEEUWKOP ROAD	Tel.: +27 (0) 12 998 1054 Fax: +27 (0) 12 998 0536

Cell: +27 (0) 82 716 7205

SUNNINGHILL RANDBURG, GAUTENG 2125

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PROJECT NAME:	2	222 PROJECT	Γ		
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CIVIL EN	IGINEERIN	IG FOUNDAT	ION DRA	WINGS	
			AWING STATU	S CODES:	
BENDING	3	D = DRAFT	F = FINAL	IOTION	R = R
SCHEDU		P = PRELIMINARY T = TENDER	C = CONSTRU A = AS-BUILT		
SCALE	PR	OJ. NO.	NUMBER	STATUS	REV
AS SHOWN	CR0015-	RISIMATI (EC)	- BS01	- C	- 02



		Quantity	Rate	Amount
REPLACING ROOF STRUCTURE				
PRELIMINARIES AND GENERALS				
Preliminaries and Generals		Item		
Allowance relocation of beneficiaries		Item		
ALTERATIONS				
REMOVAL OF EXISITNG WORK				
Taking down and removing roofs, floors, panneling, ceilings, partitions, etc				
Corrugated sheet steel roof covering to spoil on a designated site including roof beams		Item		
Breaking down and removing brickwork, etc				
Beamfilling	m2	12		
Making good internal plaster to match existing inside				
On walls	m2	11		
Taking out and removing electrical work, etc setting aside for re-use and later refixing in similar new position.				
Meter box and connections		Item		
MASODRY				
Superstructure				
140mm brickwall to raise pitch to 17 degree and gable	m2	14		
Beamfilling	m2	14		
BRICKWORK SUNDRIES				
Carried forward Section No. 1 BUILDINGS BIII No. 1 REPLACING ROOF STRUCTURE BILL OF QUANTITIES NHBRC REMEDIAL WORK			R	
	PRELIMINARIES AND GENERALS Preliminaries and Generals Allowance relocation of beneficiaries ALTERATIONS REMOVAL OF EXISITNG WORK Taking down and removing roofs, floors, panneling, ceilings, partitions, etc Corrugated sheet steel roof covering to spoil on a designated site including roof beams Breaking down and removing brickwork, etc Beamfilling Making good internal plaster to match existing inside On walls Taking out and removing electrical work, etc setting aside for re-use and later refixing in similar new position. Meter box and connections MASODRY Superstructure 140mm brickwall to raise pitch to 17 degree and gable Beamfilling BRICKWORK SUNDRIES Carried forward Section No. 1 BUILDINGS Bill No. 1 REPLACING ROOF STRUCTURE BILL OF QUANTITIES	PRELIMINARIES AND GENERALS Preliminaries and Generals Allowance relocation of beneficiaries ALTERATIONS REMOVAL OF EXISITNG WORK Taking down and removing roofs, floors, panneling, ceilings, partitions, etc Corrugated sheet steel roof covering to spoil on a designated site including roof beams Breaking down and removing brickwork, etc Beamfilling m2 Making good internal plaster to match existing inside On walls m2 Taking out and removing electrical work, etc setting aside for re-use and later refixing in similar new position. Meter box and connections MASODRY Superstructure 140mm brickwall to raise pitch to 17 degree and gable m2 Beamfilling m2 BRICKWORK SUNDRIES Carried forward Section No. 1 BUILDINGS BIII No. 1 REPLACING ROOF STRUCTURE BILL OF QUANTITIES	REPLACING ROOF STRUCTURE PRELIMINARIES AND GENERALS Preliminaries and Generals Allowance relocation of beneficiaries ALTERATIONS REMOVAL OF EXISITNG WORK Taking down and removing roofs, floors, panneling, ceilings, partitions, etc Corrugated sheet steel roof covering to spoil on a designated site including roof beams Breaking down and removing brickwork, etc Beamfilling m2 12 Making good internal plaster to match existing inside On walls Taking out and removing electrical work, etc setting aside for re-use and later refixing in similar new position. Meter box and connections Meter box and connections Meter box and connections Meter box and connections MASODRY Superstructure 140mm brickwall to raise pitch to 17 degree and gable m2 14 Beamfilling m2 14 BRICKWORK SUNDRIES Carried forward Section No. 1 BUILDINGS Bill No. 1 REPLACING ROOF STRUCTURE BILL OF QUANTITIES	REPLACING ROOF STRUCTURE PRELIMINARIES AND GENERALS Preliminaries and Generals Item Allowance relocation of beneficiaries ALTERATIONS REMOVAL OF EXISITNG WORK Taking down and removing roofs, floors, panneling, ceilings, partitions, etc Corrugated sheet steel roof covering to spoil on a designated site including roof beams Breaking down and removing brickwork, etc Beamfilling m2 12 Making good internal plaster to match existing inside On walls m2 11 Taking out and removing electrical work, etc setting aside for re-use and later refixing in similar new position. Meter box and connections Item MASODRY Superstructure 140mm brickwall to raise pitch to 17 degree and gable m2 14 Beamfilling m2 14 BRICKWORK SUNDRIES Carried forward R Section No. 1 BUILDINGS Bill No. 1 REPLACING ROOF STRUCTURE BILL OF QUANTITIES

222 PROJECTS ROOF REPLACEMENT EASTERN CAPE

	Brought forward	I		R
	Galvanised wire ties, etc			
1/1/9	Fix new roof ties 600mm deep from wall plate level	No	16	
	ROOF COVERING			
1/1/10	0.5 IBR Roof covering with pitch not exceeding 17 degrees	m2	51	
1/1/11	578x450x2.4mm roll top ridging	m	18	
1/1/12	IBR Roof ridge closure	m	14	
	CARPENTRY AND JOINERY			
	ROOF			
	Wrought soft wood grade 5 SSAP			
1/1/13	Full truss spanning 6130mm between 140mm brickwall, with both rafter feet projecting 400mm beyond external wall face	No	7	
1/1/14	38x114mm wall plate	m	15	
1/1/15	50x76mm purlins	m	78	
1/1/16	38x76mm TCB Bracing	m	11	
1/1/17	Purlin clips left and right	No	98	
	EAVES, VERGES, ETC			
1/1/18	22x225mm PVC fascia boards including PVC H profile jointing	m	18	
1/1/19	80x200mm PVC barge boards including PVC H profile jointing	m	5	
	Ceiling, Partitions and Access flooring			
	4mm fibre-cement boards with 4x19mm cover strip over joints			
1/1/20	Ceiling including 38x38mm softwood brandering at 450mm centre and cornices	m2	40	
	Carried forward Section No. 1 BUILDINGS Bill No. 1 REPLACING ROOF STRUCTURE BILL OF QUANTITIES NHBRC REMEDIAL WORK	I		R

	Brought forwa	ard		R
	PAINTWORK			
	ON INTERNAL FLOATED PLASTER SURFACE			
	One coat primer and two coats high quality acrylic paint for interior use			
1/1/21	Walls	m2	126	
	ON EXTERNAL FLOATED PLASTER SURFACE			
	One coat primer and two coats high quality acrylic paint for exterior use			
1/1/22	Walls	m2	68	
	ON FIBRE CEMENT BOARDS SURFACES			
	One coat primer and two coats high quality acrylic paint for interior use			
1/1/23	Ceiling, including priming metal cover strip and nailheads	m2	40	
	REMOVAL OF RUBBLES, ETC			
1/1/24	Remove all rubble of unwanted material to be hailed dumped and disposed to the site designated by local Authority	I	Item	
	Carried to Final Summa Section No. 1 BUILDINGS Bill No. 1 REPLACING ROOF STRUCTURE	ary		R
	BILL OF QUANTITIES NHBRC REMEDIAL WORK			

	<u>FINAL SUMMARY</u>			
Section No		Page No		Amount
1	BUILDINGS	-3-		
	SUB TOTAL		R	
	CONTINGENCY			
	Allow a contingency of 10% to be used as directed by the Quantity Surveyor.		SUM	
	VALUE ADDED TAX		R	
	Carried to Form of Tender		R	
	BILL OF QUANTITIES NHBRC REMEDIAL WORK			

Item No		Quantity	Amount
NO	Preliminaries and General		
1/1/1	P&G's (this item includes fixed, value related obligations, site office, etc)	Item	
	Carried to Final Summary Section No. 1 PRELIMINARIES Bill No. 1	R	
	PRELIMINARIES		

Item No		Quantity	Rate	Amount
	BILL NO 2			
	ALTERATIONS			
	SUPPLEMENTARY PREAMBLES			
	Before submitting his tender the contractor shall visit the site and satisfy himself as to to the nature and extent of the work to be done and the value of the materials contained in thebuildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.			
	Explosives			
	No explosives whatsoever may be used for demolition purposes unless otherwise stated			
	General			
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works,all to the satisfaction of the principal agent			
	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent			
	DEMOLITIONS, ETC			
	Demolishing and removing			
	Breaking down and removing brickwork etc			
2/1/1	Single storey building with pitched roof, 40m2 on plan and 2.7m high at eaves, comprising unreinforced concrete surface bed, 140mm external walls, 90mm internal walls and IBR roof coverings	No 1		
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 1 ALTERATIONS		R	

Item No			Quantity	Rate	Amount
	BILL NO.3				
	EARTHWORKS, ETC.				
	FOUNDATIONS (PROVISIONAL)				
	EXCAVATION, FILLING, ETC				
	EXCAVATION, FILLING, ETC OTHER THAN BULK				
	EXCAVATIONS,ETC				
	Note: All excavation depths have been calculated from predetermined platform levels preformed under a separate contract.				
	User Note				
	Carting away of excavated material				
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or , alternatively, from stock piles situated on the building site				
	Excavation in earth not exceeding 2m deep				
2/2/1	Ground Beams	m3	5		
	Extra over trench and hole excavations in earth for excavation in				
2/2/2	Soft rock	m3	1		
2/2/3	Hard rock	m3	2		
	Extra over trench and hole excavations in earth for breaking up and removing				
2/2/4	Unreinforced concrete	m3	3		
	Extra over excavations for working space.				
2/2/5	Working space	m2	2		
	Carried forward Section No. 2 BUILDINGS Bill No. 2 EARTHWORKS			R	

	Brought forward			R					
	Extra over all excavations for carting away								
2/2/6	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m3	7						
	Risk collapse of excavations								
2/2/7	Sides of trench and hole excavations not exceeding 1.5m deep	m2	23						
	Keeping excavations free of water								
2/2/8	Keeping excavations free of all water other than subterranean water		Item						
	FILLING, ETC:								
	Earth filling supplied by the contractor								
	Imported G6 earth filling, supplied and carted onto the site by the Contractor, compacted to 95% Modified AASHTO								
2/2/9	Under floors	m2	40						
	Compaction of surfaces								
2/2/10	Compaction of ground surface under floors etc including scarifying for a depth 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density	m2	45						
	Test								
	Prescribed density tests on filling								
2/2/11	"Modified AASHTO Density" test	No	1						
	SOIL POISONING								
	Soil insectcide in accordance with SANS 5859								
2/2/12	To bottom and sides of trenches etc	m2	35						
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 2 EARTHWORKS			R					

	Quantity	Rate	Amo
BILL NO 4			
CONCRETE, FORMWORK AND REINFORCEMENT			
For preambles see "Model Preambles for Trades"			
SUPPLEMENTARY PREAMBLES			
Cost of tests			
The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor and to the approval of the architect. (Test cubes are measured separately)			
Formwork			
Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.			
Formwork to soffits of (solid) slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described			
Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer fordesign reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"			
Carried forward		R	
Section No. 2 BUILDINGS BIII No. 3 CONCRETE, FORMWORK AND REINFORCEMENT			

	Brought forward			R
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES			
	15MPa/19mm concrete			
2/3/1	Aprons cast in panels	m3	3	
	REINFORCED CONCRETE			
	25MPa/19mm concrete			
2/3/2	Surface beds on waterproofing including ground beams	m3	11	
	TEST CUBES			
2/3/3	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional)	No	3	
	CONCRETE SUNDRIES			
	Finishing top surfaces of concrete smooth with a power float			
2/3/4	Surface beds, slabs, etc	m2	40	
	Finishing top surfaces of concrete smooth with a wood float including non-slip brush finish			
2/3/5	Aprons	m2	33	
	SMOOTH FORMWORK (DEGREE OF ACCURACY 1)			
	Smooth formwork to sides			
2/3/6	Edges of surface slab	m2	11	
2/3/7	Edges, risers, ends and reveals not exceeding 300m high or wide	m	4	
	REINFORCEMENT			
	REINFORCEMENT (PROVISIONAL)			
	Carried forward Section No. 2 BUILDINGS Bill No. 3 CONCRETE, FORMWORK AND REINFORCEMENT			R
	CONSILIE, I CHIMICAN AND ILLINI CHOLINEN			

	Brought forward	I		R	
	Mild steel reinforcement to structural concrete work				
2/3/8	8mm Diameter bars(R8)	t	0.02		
	High tensile steel reinforcement to structural concrete work				
2/3/9	16mm Diameter bars(Y16)	t	0.21		
2/3/10	10mm Diameter bars(Y10)	t	0.11		
	Fabric reinforcement				
2/3/11	Type 193 fabric reinforcement in concrete surface beds, slabs, etc	m2	40		
	Carried Forward to Sectional Summary: 2 Section No. 2	2		R	
	BUILDINGS Bill No. 3				
	CONCRETE, FORMWORK AND REINFORCEMENT				

Item No		Quantity	Rate	Amount
110	BILL NO. 5			
	MASONRY			
	BRICKWORK			
	SUPERSTRUCTURE			
	Brickwork of NFP bricks in class II mortar			
2/4/1	140mm external brick wall m2	50		
2/4/2	90mm internal brick wall m2	30		
	2.5mm Galvanised brick reinforcement			
2/4/3	57mm Wide reinforcement built in horizontally m	300		
	Concrete prestressed fabricated lintels			
2/4/4	140 x 90mm Lintels in lengths not exceeding 3m m	13		
	Galvanised hoop iron cramps, ties, etc			
2/4/5	30 x 1,6mm Cramp 500mm long with one end fixed to wood and other end built into brickwork No	7		
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 4 MASONRY		R	

Item		Quantity	Rate	Amount
No	BILL NO. 6			
	WATERPROOFING			
	DAMPPROOFING OF WALLS AND FLOORS			
	One layer 375 micron embossed "Gunplas Brikgrip" polyethylene damp proof course fixed with approved adhesive:			
2/5/1	In walls, under cills, etc.	10		
	One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:			
2/5/2	On compacted earth under concrete surface beds m2	40		
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 5 WATERPROOFING		R	

Item No			Quantity	Rate	Amount
	BILL NO. 7				
	CARPENTRY AND JOINERY				
	ROOF CONSTRUCTION				
	Sawn softwood grade 6				
2/6/1	Roof construction to double pitched roof with two gable ends, 40m2 overall on plan x1.128mm high overall, including trusses, jack rafters, 76x50mm wall plates, permanent bracing and 76x50mm, at 1.1m centres for roof covering		Item		
	FACIAS, BARGE BOARDS, ETC:				
2/6/2	12 x 225 mm Fibre cement Fascia boards with PVC jointers.	m	13		
2/6/3	80x200mm Barge boards with PVC jointers	m	14		
	ROOF COVERINGS				
	Galvanized sheet iron:				
2/6/4	0,58 mm IBR roof sheets	m2	55		
2/6/5	Roof ridge closures	m	13		
	DOORS,ETC				
	Wrought Meranti hung to steel frames				
	44mm framed battern door 813x2032mm high of 44x150mm top rail and stiles, 22x150mm middle ledged and braced and 22x220mm bottom rail filled in the 22mm V-jointed and side boarding and including weatherboard				
2/6/6	Doors	No	2		
	<u>Masonite</u>				
2/6/7	Masonite semi-solid 2ce door size 813x1981mm	No	3		
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 6 CARPENTRY AND JOINERY			R	

Item No			Quantity	Rate	Amount
	BILL NO 8				
	SUPPLEMENTARY PREAMBLES				
	<u>Fixing</u>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere				
	Ceilings				
	Unless otherwise described ceilings shall be deemed to be horizontal				
	CEILINGS, CORNICES, INSULATION, ETC				
	6.4mm Gypsum plasterboard with H-profile galvanised/PVC jointing strips				
2/7/1	Ceilings including 38x38mm sawn softwood brandering at 450mm centres generally in one direction	m2	40		
2/7/2	Extra over fibre cement ceiling for forming trap door size 600 x 600 mm in clear formed with 38 x 50 mm sawn S A Pine framing, covered with 6 mm fibre cement boarding and set in 38 x 75 mm wrot S A Pine rebated kerb, including trimmers	No	1		
	Gypsum plasterboard cornices				
2/7/3	75mm Coved cornices	m	51		
	CEILING INSULATION				
2/7/4	50 mm "Aerolite" insulation closely fitted, lapped 75mm at joints and laid on top of brandering between roof timber	m2	40		
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS			R	
	Bill No. 7 CEILINGS, PARTITIONS AND ACCESS FLOORING				

Item No		Quantity	Rate	Amount
110	BILL NO. 9			
	IRONMONGERY			
	LOCKS			
	The following locks are in one set with a master key:			
2/8/1	Union Radius CZ 682/2225-76 2 lever lockset No	1		
2/8/2	Union Radius CZ 682/2225-76 2 lever lockset with masterkey No	4		
	Carried Forward to Sectional Summary: 2 Section No. 2		R	
	BUILDINGS BIII No. 8 IRONMONGERY			

Item No			Quantity	Rate	Amount
	BILL NO. 10				
	METALWORK				
	GALVANISED MILD STEEL				
	PRESSED STEEL DOOR LININGS				
	1,2 mm Thick single rebate door frame suitable for 140mm brick wall for:				
2/9/1	Door, size 813 x 2032 mm high.	No	2		
	1,2 mm Thick double rebate door lining suitable for 90mm brick wall for:				
2/9/2	Door size 813 x 2032 mm high with 813 x 305 mm high fanlight over.	No	3		
	Hot dipped galvanised mild steel standard residential type windows with chrome fittings and stays:				
2/9/3	Window type NE1, size 533 x 654 mm high overall.	No	2		
2/9/4	Window type C2H, size 1022 x 949 mm high overall.	No	3		
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 9 METALWORK			R	

Item No		Quantity	Rate	Amount
NO	BILL NO 11			
	PLASTERING			
	SUPPLEMENTARY PREAMBLES			
	SCREEDS			
	Screeds steel trowelled, on concrete			
2/10/1	40mm Thick on floors m2	40		
	INTERNAL PLASTER			
	Cement plaster steel trowelled, on brickwork			
2/10/2	On walls m2	126		
	Carried Forward to Sectional Summary: 2 Section No. 2		R	
	BUILDINGS Bill No. 10			
	PLASTERING			

Item No		Quantity	Rate	Amount
INO	BILL NO. 12			
	GLAZING			
	SUPPLEMENTARY PREAMBLES			
	Float glass			
	The term "float glass" is used for monolithic annealed glass			
	Glazing to steel sashes fixed with approved putty:			
	4 mm Clear float glass			
2/11/1	Panes exceeding 0,5 and not exceeding 2,0 m2.	4		
	4mm obscure glass			
2/11/2	Panes exceeding 0,1 and not exceeding 0,5 m2.	1		
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 11 GLAZING		R	

Item No			Quantity	Rate	Amount
	BILL NO 13				
	PAINTWORK				
	PAINTWORK, ETC TO NEW WORK ON				
	ON INTERNAL FLOATED PLASTER SURFACES				
	One coat alkali resistant prime and two coats PVA acrylic emulsion paint for interior and exterior use				
2/12/1	Internal walls	m2	102		
	ON INTERNAL GYPSUM OR RHINOLITE SURFACES				
	One coat alkali resistant prime and two coats PVA acrylic emulsion paint for interior and exterior use				
2/12/2	Ceiling and cornice	m2	40		
	ON METAL SURFACES				
	Two coats white gloss				
2/12/3	Internal and External door frames	m2	4		
2/12/4	Window frames	m2	4		
	WOOD SURFACES				
	Three coats polyurethane suede varnish on				
2/12/5	External doors	m2	3		
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 12 PAINTWORK	2		R	

Item No		Quantity	Rate	Amount
140	BILL NO 14			
	PROVISIONAL SUMS			
2/13/1	Provide the sum of R600.00(six hundred rand) for general electrical re-installation		SUM	
2/13/2	Provide the sum of R600.00(six hundred rand) for general connection of water		SUM	
2/13/3	Provide the sum of R500.00(five hundred rand) for general sewer re-connection		SUM	
2/13/4	Provide the sum of R4 500.00(four thousand five hundred rand) for general plumbing installation.		SUM	
	Carried Forward to Sectional Summary: 2 Section No. 2 BUILDINGS Bill No. 13 PROVISIONAL SUMS		R	

	Section No. 2				
	BUILDINGS				
	SECTION SUMMARY - BUILDINGS				
Bill No		Page No		Amount	
2/1	ALTERATIONS	-2-			
2/2	EARTHWORKS	-4-			
2/3	CONCRETE, FORMWORK AND REINFORCEMENT	-7-			
2/4	MASONRY	-8-			
2/5	WATERPROOFING	-9-			
2/6	CARPENTRY AND JOINERY	-10-			
2/7	CEILINGS, PARTITIONS AND ACCESS FLOORING	-11-			
2/8	IRONMONGERY	-12-			
2/9	METALWORK	-13-			
2/10	PLASTERING	-14-			
2/11	GLAZING	-15-			
2/12	PAINTWORK	-16-			
2/13	PROVISIONAL SUMS	-17-			
	Carried to Final Summary Section No. 2 BUILDINGS		R		

	FINAL SUMMARY			
Section No		Page No		Amount
1	PRELIMINARIES	-1-		
2	BUILDINGS	-18-		
	SUB TOTAL		R	
	CONTINGENCY			
	Allow a contingency of 10% to be used as directed by the Quantity Surveyor		SUM	
	VALUE ADDED TAX		R	
	Carried to Form of Tender		R	