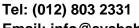


MOGALAKWENA LOCAL MUNICIPALITY

TENDER SHALL HAVE THE CIDB CLASS GRADING 7CE or HIGHER

CONTRACT NO:					
FOR					
MAPELA SPORTS STADIUM PHASE 2 PROJECT					
PROCUREMENT DOCUMENT OCTOBER 2018					
OCTOBER 2016					
NAME OF TENDERER:					
TENDER SUM IN FIGURES:					
TENDER SUM IN WORDS: CARRIED TO FORM OF OFFER					
ISSUED BY:					
THE MUNICIPAL MANAGER MOGALAKWENA LOCAL MUNICIPALITY 54 RETIEF STREET MOKOPANE 0601					
Tel: (015) 491 9600 Fax: (015) 491 9755					
PREPARED BY:					
CV CHABANE AND ASSOCIATES					
435 EMBUIA STREET					
WILLOW PARK MANOR					
VAILEDAA LAIVIV IAIMANDIV					



0184

Fax: (012) 803 0908

Email: info@cvchabane.co.za



CHECKLIST					
DESCRIPTION	*YES	*NO			
Compulsory Attendance of Site Inspection Meeting					
Power of Attorney/ JV agreement in case of JV (Attachment)					
Certificate of Authority/Letter of Authority of signatory(Attachment)					
Valid Tax Clearance attached (Attachment)					
CIDB grading (Attachment) Correct minimum grading required and not expired status					
Form of Offer Completed in figures and in words					
Document filled in with a black pen					
All pages to be initialised					
Schedule of construction plant (Attach registration papers(NATIS)licence disc or letter of intent to rent plant from accredited plant hiring firms)					
Schedule of Company Experience (Attach certified copies of appointment letters and completion certificates of previous projects)					
Key Staff and personnel (Attach organogram with CV's and certified copies of qualification certificates)					
Schedule of sub contracts (Attachment)					
Programme of works included (Attachment)					
Declaration of interest completed					
Accredited BBB-EE Certificate (Attachment) Joint BBB-EE for joint ventures					
Company registration document (Attachment)					

^{*}YES/*NO mark with $\sqrt{}$

NB: Please note the checklist is a guide for the evaluation purposes.

NB: Requirement for neatness and Convenience to the Evaluation of the Tender All attachments must be bound into one document separately and submitted with Tender Document strapped together with a rubber band.

CONTENTS

BOOK 1 OF 1

THE TENDER

C4.3

Contract Drawings

PART	T1: TENDERING PROCEDURES
T1.1	Tender Notice and Invitation to Tender (White)
T1.2	Tender Data (White)
PART	T2: RETURNABLE DOCUMENTS
T2.1	Returnable Schedules required for Tender Evaluation (Yellow)
T2.2	Other Documents required for Tender Evaluation (Yellow)
T2.3	Returnable Schedules that will be incorporated into the Contract (Yellow)
T2.4	Forms to be completed by contractor (Yellow)
THE C	ONTRACT
PART	C1: AGREEMENT AND CONTRACT DATA
C1.1	Form of Offer and Acceptance (White)
C1.2	Agreement in Terms of the Occupational Health & Safety Act (White)
C1.3	Guarantee (White)
C1.8	Contract Data (White)
PART	C2: PRICING DATA
C2.1	Pricing Instructions (Yellow)
C2.2	Bills of Quantities (Yellow)
C2.3	Summary of Bill of Quantities (Yellow)
C2.4	Calculation of Tender Sum (Yellow)
PART	C3: SCOPE OF WORK
C3.1	Description of Works (Blue)
C3.2	Standard Specifications (Blue)
C3.3	Procurement (Blue)
PART	C4: SITE INFORMATION
C4.1	Site Information (Green)
C4.2	Locality Plan (White)



CONTRACT NO:

FOR

MAPELA SPORTS STADIUM PHASE 2 PROJECT

THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS

PART T1: TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER	T.3
T1.2	TENDER DATA	T.3



TENDER NOTICE AND INVITATION TO TENDER

CLOSING DATE & TIME: 18 NOVEMBER 2015 AT 12H00

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned projects.

The details of the are as follows:

No:	Project Name	CIDB Gradi ng	Tender Number	Compulsory Briefing Session	Site Inspection Date
1	MAPELA SPORTS STADIUM PHASE 2	7CE or	2018/2019	Mapela Village (Sports Stadium)	015 491 9671/ 9731/9649 scm@mogalakwena.gov.za
		Higher		,	

Mogalakwena Municipality will evaluate, adjudicate, and award the bids in accordance with the PPPFA of 2017.

BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLAODED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and also on www.mogalakwena.gov.za.

Official and compulsory briefing meeting will be held on Wednesday 3 October 2018 at 10H00 in the old Council Chamber, Civic Centre, 54 Retief Street, Mokopane, 0669.

The respective project name with the project number must be clearly marked on the envelope before submission.

Completed tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than 12H00 on the 12 OCTOBER 2018 for the above project when all tenders received will be opened in public in the old Council Chamber, on the Ground Floor.

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

NB* Service providers should take note that no bid/ service will be awarded to a service provider who is not registered and valid on the Web Based Central Supplier Database (CSD).

Enquiries related to this tender must be addressed to Supply Chain Management at Mogalakwena Local Municipality: Finance Department scm@mogalakwena.gov.za, at telephone number 015 491 9671/9731/9649.

The municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever case may be.

MR MALULEKA .K.

ACTING MUNICIPAL MANAGER

54 Retief Street

Mokopane

0601

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 136:2015.

The Standard Conditions of Tender makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the subclause in the Standard Conditions of Tender to which it mainly applies.

Subclause	Data				
F.1.1	The empl	The employer is the Mogalakwena Local Municipality.			
F.1.2	The Proje	ect Docu	ment issued by the employer consists of the following:		
	THE TEN	IDER			
	Part T1:	Tende	ring procedures:		
		T1.1	Tender notice and invitation to tender		
		T1.2	Tender Data		
	Part T2:	Return	nable documents		
		T2.1	Returnable Schedules required for Tender Evaluation		
		T2.2	Other Documents required for Tender Evaluation		
		T2.3	Returnable Schedules that will be incorporated into		
			the Contract		
	THE CONTRACT				
	Part C1:	Agreei	ments and contract data		
		C1.1	Form of Offer and Acceptance		
		C1.2	Agreement in Terms of the Occupational Health &		
			Safety Act		
		C1.3	Guarantee		
		C1.8	Contract Data		
	Part C2:	Pricing	data		
		C2.1	Pricing instructions		
		C2.2	Bills of quantities		
		C2.3	Summary of Bills of Quantities		
		C2.4	Calculation of Tender Sum		
	Part C3:	Scope	of work		
		C3.1	Description of Works		
		C3.2	Standard Specifications		

Subclause	Data					
	C3.3 Procurement					
	C3.4 Additional Information					
	Part C4: Site information					
	C4.1 Site Information					
	C4.2 Locality Plan					
	Part C5: Drawings					
F 1.4	The employer's agent is: Name: CV Chabane and Associates Address: 435 Embuia Street Willow Park Manor, 0184 Tel: (012) 803 2331 Fax: (012) 803 0908 Email: info@cvchabane.co.za					
F.2.1	Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE Or Higher class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client					
	(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and					
	(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract are eligible to submit tenders.					
	Joint ventures are eligible to submit tenders provided that:					
	 every member of the joint venture is registered with the CIDB or can provide proof of having registered; 					
	 the lead partner has a contractor grading designation in the 7CE Or Higher class of construction work; and 					
	the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE Or Higher class of construction work are eligible to submit tenders.					
F.2.1.5	The tender offer validity period is 90 days.					
F.2.10.1	The tender amount in the form of tender will be final and binding, refer to F.3.9					
F.2.23	The tenderer is required to submit with his tenders an original Tax					

Clearance Certificate from the South African Revenue Services ("SARS") certifying that the tenderer's taxes are in order or that suitable arrangements have been made with SARS. Evaluation of Bid offers F3.1.1.1 Functionality Table 1: Company Experience (Valid Certified Copies of Appointment Letters and Completion Certificates of previous work need to be attached for functionality points scoring, otherwise no points will be allocated) TARGETED GOALS WEIGHT Name reference with contact details of largest successfully Built Environment and storm-water related works (for the previous 5 years) 0 - years No similar Built Environment Projects 1 - 3 years Similar Built Environment Projects 4 - 5 years Similar Built Environment Projects 5 - above Similar Built Environment Projects 7 - above Similar Built Environment Projects 8 - above Similar Built Environment Projects 9 - above Similar Built Environment Project	Subclause	Data						
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Name reference with contact details of largest successfully Built Environment and storm-water related works (for the previous 5 years) 0 - years No similar Built Environment Projects 1 - 3 years Similar Built Environment Projects 4 - 5 years Similar Built Environment Projects 6 - above Similar Built Environment Projects 7 - 30 Total for Reputation and Experience 30 Table 2: Management and Key Staff Previous Experience (Valid Certified Copies CV's must be attached as sources of Evidence otherwise no evaluation points will be allocated) number of points Technical Certificate(N6 Civil Engineering) FET College 10 Technical Diploma (N dip) University of Technology. Degree (B-Tech, B Eng, BSC Civil) University or University of Technology Professional ECSA (Pr. Techni, Pr. Tech, Pr. Eng) 30 Total 30 Table 3: List of Plant (Valid certified copies of registration documents of plant or Letter of Intent to rent relevant plant) Owned Hired 1-4 Listed Plant available 3 2 5-6 Listed Plant available 3 2 Fabove Listed Plant available 10 5 PLANT list 1. TLB 2. Excavator 3. Bomag		Completion Certificates of previous work need to be attached						
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4 - 5 years Similar Built Environment Projects 6 - above Similar Built Environment Projects Total for Reputation and Experience 30 Table 2: Management and Key Staff Previous Experience (Valid Certified Copies CV's must be attached as sources of Evidence otherwise no evaluation points will be allocated) Technical Certificate(N6 Civil Engineering) FET College 10 Technical Diploma (N dip) University of Technology. 15 Degree (B-Tech, B Eng. BSC Civil) University or University of Technology 25 Professional ECSA (Pr. Techni, Pr. Tech, Pr. Eng) 30 Total 30 Table 3: List of Plant (Valid certified copies of registration documents of plant or Letter of Intent to rent relevant plant) Owned Hired 1-4 Listed Plant available 3 2 5-6 Listed Plant available 10 5 Total 10 5 PLANT list 1. TLB 2. Excavator 3. Bomag		1 - 3 years Similar Built Environment Projects		15				
Total for Reputation and Experience Total for Reputation and Experience Table 2: Management and Key Staff Previous Experience (Valid Certified Copies CV's must be attached as sources of Evidence otherwise no evaluation points will be allocated) Technical Certificate(N6 Civil Engineering) FET College Technical Diploma (N dip) University of Technology. Degree (B-Tech, B Eng, BSC Civil) University or University of Technology Professional ECSA (Pr. Techni, Pr. Tech, Pr. Eng) Total 30 Table 3: List of Plant (Valid certified copies of registration documents of plant or Letter of Intent to rent relevant plant) Owned Hired 1-4 Listed Plant available 3 2 5-6 Listed Plant available 6 3 7- Above Listed Plant available 10 5 Total 1 TLB 2 Excavator 3 Bomag		4 - 5 years Similar Built Environment Projects		25				
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Total 10 5 PLANT list 1. TLB 2. Excavator 3. Bomag		5-6 Listed Plant available. 6		3				
PLANT list 1. TLB 2. Excavator 3. Bomag		7- Above Listed Plant available 10		5				
1. TLB 2. Excavator 3. Bomag		Total 10		5				
2. Excavator 3. Bomag		PLANT list						
2. Excavator 3. Bomag		1. TLB						
3. Bomag								
T. I late Compactor								
5. Tipper Trucks								

ause	Data					
	6. C	6. Crane				
	7. C	oncre	te M	ixer		
	Table 4: I	Progr	amn	ne of Works		
	Activities	with T	imel	ines		5
	Detail with	n Criti	cal p	ath		10
				ent presentation		15
	Total	•				15
	Table 5: I	• 5: Locality (Attach letter from Tribal Authority/ Municipal Account/ Lease Agreement / Any other legal document)				
	Business	Locat	ion/	Branch Mogalakwena Area		10
	Business	Locat	ion/ l	Branch Waterberg District		6
	Business	Locat	ion/ l	Branch Limpopo Province		3
	Table 6	Cas	h Flo	ow and Financial Responsiveness		
		а	Cas	sh flow projection		4
		b	Res	sponsiveness of Financial Information		1
	Maximum total points for Fina				Matters	5
	Total Points Achievable			100		
	Minimum	Score	e req	uired		60

NB: KINDLY TAKE NOTE THAT A MINIMUM OF 60 POINTS SHOULD BE OBTAINED IN ORDER TO BE CONSIDERED FOR FURTHER EVALUATION

SUMMARY OF ADJUDICATION COMPETENCE ACHIEVEMENTS:

TABLE	WEIGHT
Table 1: Company Experience	30
Table 2: Management and Key Staff	30
Table 3: Plant and Equipment	10
Table 4: Programme	15
Table 5: Locality	10
Table 6: Cash Flow and Financial Responsiveness	5
SUB-TOTAL: Functionality Achievements	100

The procedure for evaluation of responsive tenders is 80/20 preference points system as contained in the procurement policy clause C3.3

The financial offer will be scored using the following formula:

$$Ps = W_1 (1 - (P_t - P_{min} / P_{min}))$$

where:

Ps = Points scored for functionality and price for the bid/proposal

W₁ = (1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or

Subclause	Data						
	Pt = Rand Value of tender under consideration.						
	Pm = Rand Value of the lowest acceptable tender.						
	Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed						
F3.13.1	Tender offers will only be accepted on condition that:						
	a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;						
	b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and						
	c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.						
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is Three (3).						
F.5.5.1	The works shall be completed within two (2) consecutive financial years as envisaged by the employer, measured from commencement /site hand over date to due completion date.						
	The contract will be awarded on 8 months performance based, annual financial allocation and financial availability.						
	The contracting will be performance based and the contractor will be subjected to annual performance evaluation at the end of each financial year for contract renewal.						
	The availability of financial resources cannot be guaranteed by Mogalakwena Local Municipality and is also for the continuation of the contract Mogalakwena Local Municipality will reserve the right without prejudice to withdraw from any of the contracts with all rights reserved should the required financial resources not be available.						

MBD FORMS

MBD 1	INVITATION TO BIDT.10
MBD 2	TAX CLEARENCE REQIUREMENTST.11
MBD 3.1	PRICING SCHEDULET.12
MBD 4	DECLARATION OF INTERESTT.13
MDB 5 T.14	DECLARTION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)
MBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011T.15
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICEST.16
MBD 9	CERTTFICATE ON INDEPENDENT BID DETERMINATIONT.17

INVITATION TO BID MBD 1

I. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA LOCAL MUNICIPALITY
BID NUMBER: CLOSING DATE: CLOSING TIME: DESCRIPTION
The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).
BID DOCUMENTS MAY BE POSTED TO: P.O. Box 34 Mokopane 0600
(i) OR
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
Mogalakwena Local Municipality 54 Retief Street Mokopane 0601
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
The bid box is generally open 24 hours a day, 7 days a week.
II. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
III. NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)
NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODENUMBER

CELLPHONE NUMBER
FACSIMILE NUMBER CODENUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO
IF YES, WHO WAS THE CERTIFICATE ISSUED BY? AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) A VERIFICATION AGENCY ACCREDITED BY THE SOUITH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) A REGISTERED AUDITOR (Tick applicable box) (A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)
(b) ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
YES/NO
(IF YES ENCLOSE PROOF)
SIGNATURE OF BIDDER
DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED
TOTAL BID PRICE TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:
Municipality / Municipal Entity:
Department:
Contact Person:
Tel:
Fax:
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:
Contact Person:
Tel:
Fax:

i) TAX CLEARANCE REQUIREMENTS

- ii) IT IS A CONDITION OF BIDDING THAT -
- 1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
- 2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
- 3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

Failure to submit will render the Tender non-responsive

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1.	Name of taxpayer / bidder:		
2.	Trade name:		
3.	Identification number:		
4.	Company / Close Corporation	n registration number:	
5.	Income tax reference numbe	er:	
6.	VAT registration number (if a	applicable):	
7.	PAYE employer's registration	n number (if applicable):	
Signa	ature of contact person requirin	ng Tax Clearance Certificate:	
Nam	e:		
Telep	phone number:	Code: Number:	
Addr	ess:		
DATI	E: 20/		

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name	of BidderBi	d Number
Closing	g Time Closing	Date
OFFE	R TO BE VALID FOR 90 DAYS FROM THE CLO	DSING DATE OF BID.
ITEM NO.	QUANTITY DESCRIPTION BI **(ALL APPLICABLE TAXES INCLUDED)	D PRICE IN RSA CURRENCY
-	Required by: At:	
-	Brand and Model	
- -	Country of Origin Does the offer comply with the specification	n(s)? *YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	*Delivery: Firm/Not firm
-	Delivery basis	
	All delivery costs must be included in	the bid price, for delivery at the

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

^{*}Delete if not applicable

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	YES / NO
	presently employed by the state?	
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	YES / NO
	the appropriate authority to undertake remunerative	
	work outside employment in the public sector?	
2.7.2.1	If yes, did you attached proof of such authority to the bid	YES / NO
	document?	
	(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 /	YES / NO
	trustees / shareholders / members or their spouses conduct	
	business with the state in the previous twelve months?	
2.8.1	If so, furnish particulars:	
2.9 Do	b you, or any person connected with the bidder, have	YES / NO
2.5 D	any relationship (family, friend, other) with a person	1207NO
	employed by the state and who may be involved with	
	the evaluation and or adjudication of this bid?	
2.9.1lf s	so, furnish particulars.	

2.10 Are you, or any person connected with the bidder,	YES/NO
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?	
2.10.1 If so, furnish particulars.	
2.11 Do you or any of the directors / trustees / shareholders / members	YES/NO
of the company have any interest in any other related companies	
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		

Position	Name o		
Signature	Date		
I ACCEPT THAT THE STATE MAY PARAGRAPH 23 OF THE GENERAL PROVE TO BE FALSE.			
CERTIFY THAT THE INFORMATION F	URNISHED IN PARAGRAPHS 2	and 3 ABOVE IS	S CORRECT.
I, THE UNDERSIGNED (NAME)			

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1	Are you by law required to prepare annual financial statements for auditing? YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
2	Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. YES / NO
2.2	If yes, provide particulars.
3 partic NO	Has any contract been awarded to you by an organ of state during the past five years, including ulars of any material non-compliance or dispute concerning the execution of such contract? YES /
3.1	If yes, furnish particulars
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? YES / NO

4.1	If yes, furnish particulars			
		4 CEI	RTIFICATION	
	I, THE UNDERSIGNED (NAME	≣)		
	CERTIFY THAT THE INFORCED.	RMATION FURNISHE	ED ON THIS DECLAR	AATION FORM IS
	I ACCEPT THAT THE STATE	TE MAY ACT AGAII	NST ME SHOULD THI	S DECLARATION
	FALSE.			
	Signature			Date
	Position		Name of Bidder	

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

(a) 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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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	80
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	20
	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 an 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 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

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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10
$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \qquad \text{or} \qquad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

5. 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)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 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 sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. PAR			STATUS .1.2 AND		OF	CON	TRIBU	JTION	CLAIN	MED II	N '	TERMS	OF
7.1 points		-BBEE S	Status Lev	el of Cor	ntribut	tion:	=			(Maxim	num	n of 10 c	or 20
	tabl BBI Reg	le reflect EE certif gistered	med in r ted in pa ficate iss Auditor ed in the	ragraph ued by a approv	5.1 a a Ve	and n	nust b	e subs gency	stantiat accred	ed by	me y S	eans of	a B- or a
8	SUE	B-CONTE	RACTING										
8.1 not ap		• •	ion of the	contract	be su	ıb-cor	ntracte	d?	YE	S / NO	(de	elete whi	ch is
8.1.1	If yes	, indicate	e:										
	(i)	What pe	ercentage	of the co	ntract	will b	e subc	contract	ted?				%
	(ii)	The nam	ne of the s	sub-contra	actor'	?							
	(iii)	The B-B	BEE statu	us level of	f the	sub-c	ontract	or?					
applic	(iv) able)		r the sub-	contracto	r is ar	n EME	Ξ?	YES	S / NC	(dele	te v	which is	not

9	DECLARATION WITH REGARD TO COMPANY/FIRM	
9.1	Name of 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	
[TICH	K APPLICABLE BOX]	
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
9.6	COMPANY CLASSIFICATION	
	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
	[TICK APPLICABLE BOX]	
9.7	MUNICIPAL INFORMATION	
	Municipality where business is situated	
	Registered Account Number	
	Stand Number	
9.8	TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS	3 ?
9.9	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in 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;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the 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 audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.		
2.		SIGNATURE OF BIDDERS
	DATI	<u>-</u>
		RESS

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender	Yes	No
	Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?		
	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a	Yes	No
	court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		

Item	Question		Yes	No	
4.4	Does the bidder or any of its directors owe any munic taxes or municipal charges to the municipality / municipal entity, that is in arr than three months?	cipal entity, or to	Yes	No	
4.4.1	If so, furnish particulars:				
4.5	Was any contract between the bidder and the munic entity or any other organ of state terminated during the on account of failure to perform on or comply with the	he past five years	Yes	No	
4.7.1	If so, furnish particulars:				
	CERTIFICATION				
I, TH	HE UNDERSIGNED (FULL NAME)				
•	RTIFY THAT THE INFORMATION FURNISHED ON TH				
DEC	CLARATION FORM TRUE AND CORRECT				
	I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAYBE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE				
Signature Date					

Name of Bidder

Position

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:	
(Bid Number and Description)	
in response to the invitation for the bid made by:	
(Name of Municipality / Municipal Entity)	
do hereby make the following statements that I certify to be true and complete respect:	in every
I certify, on behalf of:	that:
(Name of Bidder)	

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

- 6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
- 7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder

PART T2: LIST OF RETURNABLE DOCUMENTS

The tende	erer must also complete the following returnable documents:	
T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION	T.54
T2.1	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.75
T2.2	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT	T.77
T2.3	FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED	T.82

Т	2.2 RETURNABLE SCHEDULES FOR TENDER EVALUATI	ON
T2.1 A	CERTIFICATE OF AUTHORITY	T.54
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.58
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS	T.59
T2.1 D	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.60
T2.1 E	RECORD OF ADDENDA TO TENDER DOCUMENTS	T.61
T2.1 F	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.62
T2.1 G	CERTIFICATE OF NON-COLLUSIVE TENDER	T.63
T2.1 H	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003	T.65
T2.1 I	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	
RDP1(E)	SCHEDULE OF LABOUR CONTENT	T.69
RDP2(E)	EMPLOYMENT OF ABE'S	T.70
RDP3(E)	HDI EQUITY IN PROJECT	T.71
RDP4(E)	HDI SUPERVISORY STAFF	T.72
RDP5(E)	ABE DECLARATION AFFIDAVIT	T.74
SBD2	TAX CLEARANCE REQUIREMENTS ERROR! BOOKMARK NOT D	EFINED.

T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A	B	C	D	E
Company	Partnership	Joint Venture	Sole Proprietor	Close Corporation

A.	Certificate for c	ompany								
I,				(na	<i>me)</i> , chai	rpersor	n of the b	oard of	director	rs of
			(0	company nai	<i>ne)</i> , herel	by conf	irm that I	by resolu	ution of	the
board	(copy attached)) taken on		(day)			(moi	nth) 20		,
Mr/Mrs	i				(name)	acting	in the	capa	acity
of			(design	ation),was	authorise	ed to	sign a	all docu	uments	in
connec	ction with this tend	ler and any co	ntract resulti	ng from it on	behalf of	the co	mpany.			
As witr	ness									
		(signature)		 Chairr	 nan		(signatuı	re)		
	Certificate of pa	,		 Date						
We,	the undersign	ned, being							iding name)	as
hereby	authorise Mr/Mrs	·				(n	<i>ame)</i> , ac	ting in th	ne capa	acity
of			(des	ignation) to	sign all o	docume	ents in c	onnectio	n with	the
tender	for Contract 130/2	2011 and any	contract resu	Ilting from it	on our be	half.				
	NAME	ADD	RESS	SIG	GNATURI	E	D	ATE		

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

C.	Certificate for J	loint '	Venture									
We,	the undersigned,	are	submitting	this	tender	offer	in	Joint	Venture	and	hereby	authorise
Mr/Mr	S				(name),	aut	horis	sed	signatory	of	the	company
				(0	company	name	e), a	cting i	n the cap	acity	of lead	partner, to
sign a	sign all documents in connection with the tender offer for Contract No and any other contract resulting							ct resulting				
from it	on our behalf.											
This a	uthorisation is evi	dence	ed by the att	ached	d power	of atto	rney	signe	d by legal	ly aut	horised :	signatories
of all t	he partners to the	Joint	Venture.									
	NAME OF FIRM			ADD	RESS			А	UTHORIS NAME		SIGNATU PACITY	JRE,
	Lead partner											
D.	Certificate for s	ole p	roprietor									
I,					(name)	, here	by c	onfirm	that I an	n the	sole ow	ner of the
busine	business trading as(company											
name,	name)											
As Wi	tness:											
1	(signature)(signature) Signature: Sole owner								nature)			
2	(signature)											

Date

E.	Certificate	for Close	Corporation
----	-------------	-----------	-------------

We,	the	9	undersigne	ed,	being	the	key	members	in	the	busi	ness	tradi	ng
as								(compar	ny nar	ne) he	ereby	authori	ise
Mr/Mrs	š				(na	me)								
Acting	in	the	capacity	of				(design	ation),	to siç	gn all	docu	ments	in
connec	ction	with	the tender	for Co	ntract No	: and ar	ny contra	act resulting	from it c	n our l	behalf.			

NAME	ADDRESS	SIGNATURE	DATE

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

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that	(Tenderer)
of	(Telluelel)
	(address)
was represented by the person(s) named below at the compu	ulsory meeting held for all tenderers at
(location) on(da	te), starting at
We acknowledge that the purpose of the meeting was to acq or matters incidental to doing the work specified in the tende everything necessary when compiling our rates and prices in	er documents in order for us to take account of
Particulars of person(s) attending the meeting:	
Name	Signature
Capacity	
Name	Signature
Capacity	
Attendance of the above persons at the meeting is confirme namely:	ed by the employer's representative/ engineer
Name	Signature
Capacity	Date & Time

T2.1 C UTILASATION OF LOCAL RESOURCES

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

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

	Name and address of proposed Supplier	Description of Work to be executed by Supplier
1		
2		
3		
4		
5		

NOTES:

- 1) ATTACH PROJECT CERTIFICATE OF COMPLETION FOR COMPLETED PROJECTS
- 2) ATTACH APPOINTMENT LETTER FOR PROJECTS THAT ARE NOT YET COMPLETE

Signed	Date
Name	Position
Tenderer	

T2.1 D SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar civil and structural work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed
Note:				
1. Attach Project C	ompletion Certificate	for Completed F	Projects	
2. Attach Appointm	ent letter for projects	s that are not yet	completed	
Signed		Date		
Name		Position		

Tenderer.....

T2.1 E RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date		Title of Details
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Attacl	n additional pages if more	space is required.	
Sign	ed		Date
Nan	ne		Position
Ton	doror		

T2.1 F DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

T2.1 G CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDEF	RER:	

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender:
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF	TENDEDED:	
SIGNED ON BEHALF OF	TENDERER:	

T2.1 H COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:	
OIGINED OILDELINE OF THE TEMBERLER.	

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in the Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

T2.1 I REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

K1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs .

K2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
 - 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
 - 2) R2,5 million in respect of labour-only subcontractors
 - 3) R10 million in respect of Manufacturers
 - 4) R15 million in respect of Suppliers

- 5) R2,5 million, exclusive of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.
- K2.3 "Historically Disadvantaged Individuals (HDIs)" means all South African Citizens
 - 1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
 - 2. women, or
 - 3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

K2.4 Target values

(a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation: 15% ABE support: 10%

(b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff: 50%

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

K3 Contract Participation Performance (CPP)

K3.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

K3.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

K4 Training

Skills and Occupational Health and Safety training will be offered.

K5 **SUBCONTRACTING**

The successful bidder for a construction contract to the value of between R15 000 001.00 and R30 000 000.00 must subcontract 20% of his total value of the project to an EME within Mogalakwena Jurisdiction.

K6 Subcontracting after award (25%)

- (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (i) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- (ii) 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 of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

RDP1(E) SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 15%

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
		TOTAL	
		PERCENTAGE	

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER:

RDP2(E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

		Item	Val	ue
Schedule Item No	Name of ABE	Description/ Goods & Services to be provided	Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

- 1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
- 2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
- 3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF ON THE TENDERER	

RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below.

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representativity at directorship level.

N BEHALF OF THE TENDERE	R
IN BEHALF OF THE TENDERE	K

RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 50%. Refer Form T2.1 K, item 2.4(b).

It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDIs as percentage of total %

The tenderer shall submit a signed copy of his management proposal, providing a clear statement of his understanding and approach to execute the work, using the headings and sub-headings listed as follows:

(a) Personnel

Curriculum vitae (not longer than one A4 page) is required for each person as follows, indicating the relevant experience,

- (i) Contract manager
 - contract management experience
 - water projects experience
- (ii) Site agent
 - contract management experience
 - water projects experience
 - community liaison experience

(b) Management of site

- (i) access to resources (number of personnel and equipment available in the company)
- (ii) quality assurance plan
- (iii) site management systems
- (iv) organizational structure (provide head office and site organogram, indicating personnel required in terms of the specifications, and percentage time of personnel allocated to the site)

(c) SMME support

- (i) financial and managerial
- (ii) equipment and tools
- (iii) procurement of materials
- (iv) assistance with tenders

Notes to tenderer:

- 1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
- 2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
- 3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER	

RDP5(E) ABE DECLARATION AFFIDAVIT

t is understood and agreed that should this contract be awarded to me an AE Declaration Affidavit will be completed by each and every ABE employed by me on the contract and will be submitted to the Employer immediately upon demand by the Employer.	nis
SIGNED ON BEHALF OF THE TENDERER	
An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.	

T2.1 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES E	.KKOK!
	BOOKMARK NOT DEFINED.	

T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATIONT.76

T2.2 A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the Mogalakwena Local Municipality.

J	ena Local Municipality.								
2.	DETAILS OF CONTRACTOR'S BANK ACCOUNT								
I/We furnis	sh the following information:								
a)	Account Holders								
b)	Name of Bank:								
c)	Branch of Bank								
d)	Town/city/suburb where bank is situated								
e)	Contact Person at the Bank:								
f)	Telephone number of Bank: Code:Number:								
g)	Account Number:								
h)	Bank rating (include confirmation from bank or financial institution):								
I/We here	by authorise the Employer to approach the above Bank for a reference.								
SIGNED (ON BEHALF OF THE TENDERER:								
DATE:									

T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

Written proof of his registration with the CIDB as a Category CE

Or

• Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Or

The tenderer shall provide the following details of his registration with the Construction Industry Development Board, as well as a printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za)

Name of Contractor:
Contractor Grading Designation:
CIDB Contractor Registration Number:

Note:

- 1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- 2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

T2.2 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL. T.78
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENTT.79
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURET.80
T2.3 D	RATES FOR SPECIAL MATERIALST.81

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme,	using acceptable software, in	n sufficient d	detail
to cover the various facets of the work.			

This	program	ne is to	be su	upported	by a	method	statement	indicating	the	tendere	r's
prop	osed worl	k plan fo	or the	construct	tion o	of the wo	rks.				

OLONIED	ONIDELIALE	OF TENE			
SIGNED	ON BEHALF	OF LENI	JEKEK:	 	

Note to Tenderer

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

T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)		
1	R		
2	R		
3	R		
4	R		
5	R		
6	R		
7	R		
8	R		
9	R		
10 (FINAL)	R		
TOTAL: R (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)			

SIG	NED	ON	BEHALE	FOF	TEN	DERER:	
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T2.3 D RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of subclause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

	1	
SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumens.

SIGNED ON BEHALF OF TENDERER:	
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^{*} Indicate whether the material will be delivered in bulk or in containers.

T2.3 FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED

T.2.4.1	RETENTION MONEY GUARANTEE PROFORMA	. T.83
T.2.4.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT	. T.85
T.2.4.3	FORM RDP 9(E): CONTRACT EMPLOYMENT REPORT	. T.88
T.2.4.4	FORM RDP 10(E): EMPLOYMENT OF SUPERVISORY STAFF REPORT.	. T.89
T.2.4.5	FORM RDP 11(E): GENERIC TRAINING REPORT	. T.90
T.2.4.6	FORM RDP 12(E): ENTREPRENEURIAL TRAINING REPORT	. T.91
T.2.4.7	FORM RDP 13(E): ENGINEERING TRAINING REPORT	. T.92
T.2.4.8	FORM RDP 14(E): COMMUNITY LIAISON MEETING REPORT	. T.93

T.2.4.1 RETENTION MONEY GUARANTEE PROFORMA

	EXAMPLE	Ē
	Department	FOR INFORMATION ONLY: This Guarantee is not to be
		completed and signed by the
		Guarantor.
		A separate form will be issued to the successful Tenderer
Notes t	to Tenderer	
1.	-	n only. The successful tenderer's it without amendment, omission or nt with the Employer.
2.	•	to be on letterheads indicating the r, shareholders/board of directors, registration number.
CONT	RACT NO.	
FOR		
MAPEI	LA SPORTS STADIUM PHASE 2 PROJ	JECT
The gua	arantee is issued on behalf of	
Registra	ation No	
•	after referred to as "the Contractor") in connafter referred to as "the Contract").	ection with the above mentioned contract
	as you have agreed that the Contractor ron monies provided for under the Contract.	may provide a guarantee in lieu of the
Now the	erefore we, the undersigned, being duly auth	
(full nar	me of guarantor) registration number	
	ake to pay you such amounts as you mately upon receipt of a written demand from	•
1.	Each demand shall be in writing and de or such other address as we shall in wri	livered to us atting notify to you.
2.		ein referred to shall be unconditional and sputes, claims or counterclaims between
3.	Our aggregate liability under this guarar	ntee is limited to
	(R) and is res	tricted to payment of monies only.

This guarantee shall expire on the date on which the last of the retention monies,

4.

5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.for and on behalf of GUARANTOR: **AS WITNESS:** 1. 2. NAME(Print): NAME(Print): ADDRESS ADDRESS

to the Contractor.

which but for this guarantee would have been retained by you, becomes payable

T.2.4.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1.	Name of firm	:	
	Postal address	:	
	Telephone no.	:	Fax no
	Contact person	:	
	VAT registration no.	:	
2.	Type of firm (tick as appropr	riate)	
	- Partnership		
	- One person business/sol	le trader	
	- Close corporation: regist	ration no	
	- Date of registration		
	- Company: registration n	o	
	- Pty Ltd: registration no		
3.	Principal Business Activities	: :	
4.	Service/work to be performe	ed on this co	ontract:
5.	Participation in this contract		
	- as a Sub-contractor		Yes/No
	- in a Joint Venture		Yes/No
	- with main contractor		Yes/No
	- with a sub-contractor		Yes/No
6.	List all partners, proprietors	and shareh	olders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural Built Environment) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

to sign on behalf of the firm, affirm that the PDI equity in this
above and that the information furnished is true and correct.
int name)

Commissioner's Stamp

Note: In the case of A Company a certificate of authority for signatory must be provided.

T.2.4.3 FORM RDP 9(E): CONTRACT EMPLOYMENT REPORT

CONTRACT NO.

R	REPORT ON EM	IPLOYMENT ON TH	IE ABOVE	CONTRACT	FOR THE M	MONTH OF			2019		
NAME OF	AGE OF	EMPLOYMENT									
OR FIRM AND VENDOR	COMPANY OR FIRM	GROUP	MALE	FEMALE	TOTAL	F	PERSON/HOU	IRS	VALU	E (RAND)	
NUMBER						MALE	FEMALE	TOTAL	MALE	FEMALE	
		Unskilled (US)									
		Semi-Skilled (SS)									
		Skilled (SK)									
		Lab.Tech (LT)									
		Surveyor (SUR)									
		Eng. Tech (ET)									
		Engineer (EN)									
		Admin (AD)									
		Others (o)									
							GRANI	TOTALS D TOTALS			

T.2.4.4 FORM RDP 10(E): EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF 2019							
POSITION HELD	NAME	PDI	NON-PDI	TOTAL			
Site Agent							
Senior Materials Technician							
Senior Surveyor							
Earthworks Surveyor							
Compaction Supervisor							
Surfacing Supervisor							
Structures Supervisor							
Others: - List							
	TOTALS						

T.2.4.5 FORM RDP 11(E): GENERIC TRAINING REPORT

CONTRACT NO.

	R	EPORT ON GENER	IC TRAINING	ON THE ABOVE CONTRAC	CT FOR TH	E MONTH OF			2019	
DATES OF EMPLOYER OF TRAINEE TRAINING COURSES		INSTITUTE OR IF IN-			ATTENDANCES NUMBER CERTIFICATES			TOTAL COST OF TRAINING PER TYPE OF TRAINING		
					ATT	ENDING	AWA	ARDED		
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
						TOTAL				
				тот	AL ALL 1	TRAINEES				

T.2.4.6 FORM RDP 12(E): ENTREPRENEURIAL TRAINING REPORT CONTRACT NO.

	REPORT ON	ENTERPRE	NEURIAL TR	AINING ON THE ABOVE CO	NTRACT FO	OR THE MONT	H OF		2019	
TRAI	DATES OF TRAINING COURSES		OYER OF AINEE	NAME OF TRAINING INSTITUTE OR IF IN- HOUSE WRITE IH		ATTENE MBER ENDING	CERTI	FICATES ARDED	TRAINING	COST OF PER TYPE RAINING
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

T.2.4.7 FORM RDP 13(E): ENGINEERING TRAINING REPORT CONTRACT NO.

DATE TRAII COUF	NING	EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE –	_	ATTENI MBER ENDING		FICATES ARDED	TRAININ	. COST OF G PER TYPE RAINING
START	FINISH	NAME	VENDOR NO.	IH	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
								TOTAL		
							TOTAL AL	TOTAL L TRAINEES		

T.2.4.8 FORM RDP 14(E): COMMUNITY LIAISON MEETING REPORT CONTRACT NO.

RE	REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF2019							
DATE OF MEETING	COMPANY/FIRM OR ORGAN RESPONSIBLE FOR ARRANGING		NUMBER OF COMMUNITY	DURATION OF	TOTAL COST OF	COMMENTS		
	NAME	VENDOR NO.	MEMBERS PRESENT	MEETING (hours)	THE MEETING			
		<u> </u>						
		1						
		<u> </u>						

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE	E.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)	E.7
C1.3	GUARANTEE	E.10
C1.4	CONTRACT DATA	E.13

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

Contract Number:

MAPELA SPORTS STADIUM PHASE 2 PROJECT

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

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

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS

•	PRICE) – MAPELA SPORTS STADIUM PHASE 2
	Rand <i>(in words)</i> ;(in
form of offer tenderer before the tenderer be	be accepted by the employer by signing the acceptance part of this and acceptance and returning one copy of this document to the the end of the period of validity stated in the tender data, whereupon ecomes the party named as the contractor in the conditions of contract econtract data.
Signature(s) .	
Name(s) .	
Capacity .	
for the tendere	r(Name and address of organization)
Name of witne	SS
Signature	Date

Acceptance

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

The terms of the contract are contained in:

PART C1Agreements and contract data, (which includes this agreement)

PART C2Pricing data

PART C3Scope of work

PART C4Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

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

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

Signature(s)		
Name(s)		
Capacity		
for the Emplo	oyer	
	(Name and address or organization	
Name of with	ness	
Signature		Date:

****For official use only

Schedule of Deviations

Signature

Schedule o	Deviations
Item	Deviation Details
employer and as the only data and a confirmation	authorised representatives signing this schedule of deviations, the deviations and the tenderer agree to and accept the foregoing schedule of deviations deviations from and amendments to the documents listed in the tender addenda thereto as listed in the tender schedules, as well as any and clarification or changes to the terms of the offer agreed by the tenderer ployer during this process of offer and acceptance.
implied during by the tend	ly agreed that no other matter whether in writing, oral communication or ng the period between the issue of the tender documents and the receipt derer of a completed signed copy of this Agreement shall have any effect in the contract between the parties arising from this agreement.
For the Cor	ntractor:
Signature(s)	·
Name(s)	
Capacity	
	(Name and address of organization)
Name of with	ness Date:
For the Em	ployer:
Signature(s)	
Name(s)	
Capacity	
	(Name and address of organization)
Name of with	ness

...... Date:

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMEN	T made at	(place) on this the			
day	of	(month) in the year	between		
Mogalakwena Loca	ıl Municipality (hereina	fter called "the Employe	r") on the one part,		
herein represented	d by		(name) in		
his capacity as			(designation) and		
-	of	the	Employer		
(hereinafter called '	the Principal Contracto	or") of the other part, her	ein represented by		
	m riis capacity	as			

WHEREAS the Employer is desirous that certain works be constructed, viz MAPELA SPORTS STADIUM PHASE 2 PROJECT and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
- 2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 54, 55 or 56 of the GCC 2015.
- 3. The Principal Contractor declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.

- iii) Section 37: Acts or omissions by employees or mandatories and
- iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- v) Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub contractors.
- 4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
- 5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 6. The Principal Contractor undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

or the subscribing withess	es:		
SIGNED FOR AND ON BEH	HALF OF THE EMPLOYER		
NAME OF WITNESS 1		2	
SIGNATURE 1		2	
		*** F C	or official use onl
SIGNED FOR AND ON BEH	HALF OF THE PRINCIPAL CO	ONTRACTOR	
NAME OF WITNESS 1		2	
SICNATURE 1		2	

In witness thereof the parties hereto have set their signatures hereon in the presence

C1.3 GUARANTEE

The Municipal Manager Mogalakwena Local Municipality 54 Retief Street Mogalakwena, 0601

CONTRACT NO:
I/We, the undersigned,
acting herein in my/our capacity as
and as such
duly authorized to represent
(Hereinafter referred to as "the Guarantor") (in the case of a Company a resolution
to be attached) do hereby bind the said Guarantor for the obligations
of (hereinafter referred to as "the Contractor") in
terms of the above-mentioned Contract between the Municipal Manager, of
Mogalakwena Local Municipality and the said Contractor, and\or for the refund by
the Contractor of any excess payments to the Contractor not due and which cannot
be recovered from the amount of the retention money to the credit of the Contractor
in terms of Clauses 7 and 49 of the General Conditions of Contract 2004, and do
further bind the Guarantor as surety and co-principal debtor with the Contractor for
any other amounts which may become payable to the said Municipal Manager from
any cause whatsoever arising from the insolvency of the Contractor.
The Guarantor's liability in terms hereof shall be limited to the sum of R
The Guarantor's hability in terms hereof shall be limited to the sum of it
((%) of the contract amount) which amount I/we agree to hold at your disposal.
I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the said contract
and the Guarantor undertakes to pay the said amount of R

or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of Clause 7 of the General Conditions of Contract 2004. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Municipal Manager have been paid and you or the said Municipal Manager shall always be entitled without your or the Municipal Manager 's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 51(4) of the General Conditions of Contract 2004.

SIGNED at	(<i>place)</i> on this	(day) da	ay
of((month) 20		
AS WITNESSES:			
1			
		GUARANTOR	
2			
ADDRESS:			

STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

STAMP DUTY AND ENDORSEMENT

(i) GUARANTEE PROVIDED BY BANK

Five (5) cents for every R100.00 or part thereof

Maximum Duty R20.00 item 20(1) of Schedule 1 of Stamp Duties Act, 1968 (Act 77 of 1968)

(ii) GUARANTEE PROVIDED BY INSURANCE COMPANY

No duty

The document constitutes a policy of insurance under the Insurance Act, 1943 (Act 27 of 1943)

ENDORSEMENT

In all cases the Deed of Suretyship must be inscribed with the number of the guarantee of policy, as applicable.

C1.4 CONTRACT DATA

C1.8.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering. (GCC).

Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The Employer is the Mogalakwena Local Municipality
1.1.1.15	The Mogalakwena Local Municipality Engineer is Mrs M Choshane
1.1.1.16	The Engineer representing the Consultant (CV Chabane and Associates) is Mr. C.V. Chabane and Mr. T.E. Mayevu
1.2.1	The employer's address for receipt of communication is:
	Tel: (015) 491 9600 Fax: (015) 491 9755
	Telephone: (015) 491 9600 Facsimile: (015) 491 9755 Address: 54 Retief Street, Mokopane, 0601
1.2.1	The engineer's address for receipt of communication is:
	Telephone: (012) 803 2331 Facsimile: (012) 803 0908 e-mail: info@cvchabane.co.za Address: 435 Embuia Street, Willow Park Manor, Pretoria, 0184
3.1.3	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer:: 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from Mogalakwena Local Municipality for the utilization of any Contingencies 5. Approval of penalties
4.3	The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date.
5.3.1.	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.
5.5.1	The Works shall be completed within 08 months as envisaged by the employer, measured from commencement/site hand-over date to due completion date.
5.6	The Works programme is to be delivered within fourteen (14) days of the

Clause					
	Commencement Date taken	as Date of Site Hand-o	ver		
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays.				
5.13.1	The penalty for delay is R50	000 per calendar day or	part thereof.		
5.14.5.2	The Defects Liability Period the final certificate of comple		months after the date of		
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate				
6.2.1.	The Guarantee is to contain the same wording as indicated in the document included as C1.3 under returnable documents				
6.2.1.	The amount of the Guarante	The amount of the Guarantee is to be 10% surety of the Contract Price.			
6.5.1.2.3	Daywork allowances is not in the Bill of Quantities:				
6.8.2	The value of payment certic Contract Price Adjustment States The value of "x" is 0,150. The values of the co-efficient $(1-x)\left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{cMt}{$	Schedule, where Ints are: $\frac{dFt}{Fo} - 1$ Fixed: Estimate less that than 6 months. Rehabilitation $0,20$ $0,35$ $0,35$ $0,10$ Ind shall be the "Consumate as specified by the Bullished in the Statistical 1.1 Table 21) of Statistical 1.1 Table 21) of Statistical 1.1 Table 21) of Statistical 1.2 South Africa. The shall be the "Civil Engine News Release P0142 tics South Africa. The statistical News Release Statistical News Release P0142 tics South Africa.	Concrete Work (major structures only) 0,15 0,20 0,55 0,10 mer Price Index" for the Engineer in the Appendix News Release, P0141, s South Africa. gineering Plant Index" as .1, Table 12 (previously vil Engineering Materials ease P0142.1, Table 11		

Clause	
	"F" is the "Fuel Index" and shall be the "Diesel at wholesale level – Coast/Witwatersrand Index" as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.
	The suffix "o" denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.
	The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.
	If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.
	The urban area nearest the site is Mokopane .
	The base month is September 2018. (the month prior to the month in which the closing date of the tender falls)
6.8.3	The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.
	The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the certified work done (including VAT).
6.10.3	The limit of retention money is 10% of the certified work done (including VAT).
6.10.3	A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required.
8.6.1.	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R nil.
8.6.1.1.3	b) Professional fees not included in the Contract Price is R nil.

Clause	
8.6.1.2	The following additional and varied insurances are required: CAR& SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following "Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,"
10.5.1/2	Disputes are to be referred to a standing ad-hoc adjudication
10.7	Disputes are to be referred for final settlement to arbitration.
	Time within which payment to contractor for works done must be made:
	30 days after measurement of Works by the Engineer.
	All labourers to be paid the sum of R140-24 per working day
	Interest to be paid by Client on delayed payment: Prime interest rate

Section 2: Data provided by the Contractor

Clause	
1.1.8	The contractor is(name)
1.2	The contractor's address for receipt of communication is: TelephoneFacsimile: e-mail:
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 20%.
42.1	The Works shall be completed within (6) Six months as proposed by the client.
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 D .

C1.8.2 VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following sub-clause:

- **"1.1.25 Letter of Acceptance** means the letter from the Employer stating that the Contract has been awarded to the Contractor."
- **1.1.25 Selected sub contractor** shall mean a sub contractor selected in terms of clause 6 of the GCC.

2. ENGINEER AND ENGINEER'S REPRESENTATIVE

2.2 Engineer to consult with contractor and Employer

Replace the word "Engineer" in the last sentence with the word "Employer".

Add the following:

"2.10 Authority of the Employer

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded."

4. BASIS OF CONTRACT

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6.

Add the following:

"4.2 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.

- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained."

4.3 Contractor's liability for his own design errors

In the first line insert "and Temporary" between "Permanent" and "Works".

4.6 Compliance with Applicable Laws

Amend subclause 4.6.2 to "Health and Safety".

Add the following:

4.6(3) Occupational Health and Safety Act

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

4.6(4) Mining Authorisation

The Contractor shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.6(5) Environmental Management Programme

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract."

Add the following:

"4.7 Extent of Contractor' obligations

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for

providing the same is specified in or reasonably to be inferred from the Contract.

(c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required."

6. SUBCONTRACTING

Add the following subclauses:

"6.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

6.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform."

11. ACCESS TO THE SITE

11.1.2 Add the following to subclause 11.1.2

"Should these be insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims,

demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof."

30. REMOVAL OF CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

"30.2 Preclude seizure of constructional plant

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

30.3 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontractor."

32. CARE OF THE WORKS

- 32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:
- 32.3.4 "Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks."

37.2 Daywork

37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the daywork schedule".

45. PROVISIONAL AND PRIME COST SUMS

- 45.1.2.1.1 In the first line after the word "sums" insert "excluding VAT"
- 45.1.2.1.2 In the fourth line after the word "amount" insert "excluding VAT"

49 INTERIM PAYMENTS

49.4 Employer's obligation to pay

Add the following new paragraph:

"The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer."

50 VARIATIONS EXCEEDING 20%

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 20 % of the Tender Sum)"

Add the following subclause:

"50.1.7 Variations exceeding 20% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 20 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

55 TERMINATION BY EMPLOYER

- 55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".
- 55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

56. CANCELLATION BY CONTRACTOR

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

56.1.1.2 "Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or."

58. SETTLEMENT OF DISPUTES

55.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	E.24
C2.2	BILL OF QUANTITIES	26
C2.3	SUMMARY OF BILL OF QUANTITIES	26
C2.4	CALCULATION OF TENDER SUM	26

C2.1 PRICING INSTRUCTIONS

- 1. This Schedule of Quantities form part of the Contract Documents and is to be read in conjunction with the General Conditions of Contract, the Specifications and the Drawings.
- The rates and prices to be inserted in this Schedule of Quantities shall be the full inclusive value of the work described in the Specification and shown on the Drawings, including all costs, expenses and profits which may be required in and for the supply, delivery and construction of the Works together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is to be based. Value added tax must be excluded in all rates and prices and provided for as a lump sum in the summary of the Schedule of Quantities.
- 3. A rate and/or price must be entered against each item in the Schedule of Quantities which is being offered by the Tenderers, whether quantities are stated or not. Items against which no price is entered will be considered as covered by the other prices or rates in the Schedule of Quantities.
- 4. All items will be measured net or as described in the Specification, and no allowances has been or will be made for waste or over break.
- 5. The quantities of work and materials in the Schedule of Quantities are not to be considered as limiting or extending the amount of work to be done and materials to be supplied by the Contract, who must satisfy himself in respect of those quantities.
- 6. General directions and descriptions of work and materials given in the Specification on are not repeated in the Schedule of Quantities. Reference must be made to the documents in question for this information.
- 7. In the case of any discrepancies between the tendered unit rates and the extended totals, the unit rate will be accepted as correct.
- 8. Should there be any doubt or obscurity as the meaning of any particular item, the Tendered must obtain an explanation of it in writing from the Engineer. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.
- 9. The short description of the payment items in the Schedule of Quantities are given to identify the items and to provide specific details. Reference shall inter-alia be made to the drawings, standard specifications, project

specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of the work entailed under each item.

10. Abbreviations in the Schedule of Quantities shall have the following meaning:

mm = millimetre

m = linear metre

 m^2 = square metre

 m^3 = cubic metre

km = kilometre

t = ton

 m^3 - km = cubic metre kilometre

ha = hectare

/ = litre

kg = kilogram

No = Number of items

pr = pair

Sum = Full payment for the item described

Provisional = Item only to be supplied on request by the

Engineer in writing

PC sum = prime cost sum

LIC = labour intensive construction

- 11. References must be made to clause 48 of the conditions of contract regarding provisions sums and prime cost sums.
- 12. Item numbers in the Schedule of Quantities suffixed by the letter "L" shall denote a payment item in respect of work which is required to be executed by labour intensive construction methods, whilst item numbers without the suffix "L" shall denote that the item applies to work not required to be executed by labour intensive construction methods.

C2.2 BILL OF QUANTITIES

SECTION 1-PRELIMINARIES

SECTION 2- BUILDINGS

SECTION 3- EXTERNAL WORKS

SECTION 4- PROVISIONAL SUMS

SUMMARY OF BILL OF QUANTITIES

CALCULATION OF TENDER SUM

UPGRADING OF SPORTS FACILITIES

AT MAPELA SPORTS STADIUM FOR MOGALAKWENA LOCAL MUNICIPALITY MOKOPANE

Item No	Quantity	Rate	Amount
SECTION NO 1			
BILL NO 1			
PRELIMINARIES			
BUILDING AGREEMENT AND PRELIMINARIES			
The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described			
The following documents form an integral part of this agreement:			
a) JBCC Principal Building Agreement Contract Data Edition 6.1 March 2014			
b) JBCC Nominated/ Selected Sub Contract Agreement Edition 6.1 March 2014			
c) JBCC Nominated/ Selected Sub Contract Agreement Contract Data Edition 6.1 March 2014			
PREAMBLES FOR TRADES			
The Model Preambles for Trades (September 2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.			
Tenderers are advised to study the GP ASC Rev 0 (General specifications of materials and methods to be used for building contracts) before pricing the bill. The document is readily available at GDID offices for inspection as and when required.			
Carried to Collection	R		
Section No. 1 Preliminaries Bill No. 1			
Preliminaries Pricing Data CV Chabane & Associates -1-			
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UPGRADING OF SPORTS FACILITIES AT MAPELA SPORTS STADIUM FOR MOGALAKWENA LOCAL MUNICIPALITY MOKOPANE

Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence			
over the provisions of the said Model Preambles			
The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles			
STANDARD SYSTEM OF MEASURING			
BUILDING WORK			
The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (seventh edition, 2015) published by the Association of South African Quantity Surveyors (ASAQS)			
MEANING OF TERMS "TENDER / TENDERER"			
Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"			
PRELIMINARIES			
The ASAQS Preliminaries (March 2014 edition) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities			
The contractor is deemed to have referred to the above- mentioned documents for the full intent and meaning of each clause			
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Section No. 1			_
Preliminaries Bill No. 1 Preliminaries			
Pricing Data			
CV Chabane & Associates -2-			

AT MAPELA SPORTS STADIUM FOR MOGALAKWENA LOCAL MUNICIPALITY MOKOPANE

The clauses in the above-mentioned documents are herein after referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence not withstanding anything to the contrary contained in the above-mentioned documents Where any item is not relevant to this agreement such item is marked N/A (signifying "not applicable")		
PRICING OF PRELIMINARIES		
Should the contractor select Option A in terms of clause 26.9.4 of the contract data for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)		
Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities		
Carried to Collection	R	
Section No. 1 Preliminaries Bill No. 1 Preliminaries Pricing Data		
CV Chabane & Associates -3-		

SECTION A: PRINCIPAL BUILDING AGREEMENT (JBCC-CODE EDITION 6.1, MARCH 2014)		
INTERPRETATION		
1 Clause 1.0 - Definitions and interpretation F: T:		
Clause 1.1 Definition of "Commencement Date" is added:		
"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect		
Clause 1.1 Definition of "Guarantee for Construction" is amended by replacing it with the following:		
"GUARANTEE FOR CONSTRUCTION" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule		
Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:		
"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion		
Clause 1.1 Definition of "Corrupt Practice" is added:		
"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution		
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Section No. 1 Preliminaries		
Bill No. 1 Preliminaries		
Pricing Data CV Chabane & Associates		
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Clause 1.1 Definition of "Fraudulent Practice" is added: "FRAUDULENT PRACTICE" means a mispresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the tenderer of the benefits of free and open competition Clause 1.1 Definition of "Interest" is amended by replacing it with the following: "INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999) Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following: "PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule **Employer:** Mogalakwena Local Municipality **P.O Box 34** Mokopane 0600 Tel: 015 491 9600 Fax: 015 491 9755 Email: choshanem@mogalakwena.gov.za Contact Person: Matsatsi Choshane **Carried to Collection** R Section No. 1 **Preliminaries** Bill No. 1 **Preliminaries Pricing Data CV Chabane & Associates**

Pri	ncipal Agent:			
	Chabane & Associates			
) Box 1947			
	rie Glen			
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Te				
Fa				
Em	ail: carl@cvchabane.co.za			
Cla	use 1.1 Definition of "Security" is amended by replacing it			
wit	n the following:			
*****	1 4.10 10.10 milig.			
"SE	CURITY" means the form of security provided by the			
	ployer or contractor, as stated in the schedule, from which			
	contractor or employer may recover expense or loss			
uic	contractor of employer may recover expense of loss			
2	Clause 2.0. Law Degulations and Nations			
2	Clause 2.0 - Law, Regulations and Notices			
	V:			
Т:		11		
		Item		
	use 2.5 is amended by replacing the words			
"re	gistered post, telefax or e-mail" with "prepaid			
rec	istered post"			
3				
3	Clause 3.0 - Offer and Acceptance F:			
V	T:	Item		
4	Oleves 4.0. Assissance of said Ossailar	l item		
	Clause 4.0 - Assignment and Cession			
	V:			
T:				
		Item		
5	Clause 5.0 - Contract Documents F:			
V:				
		Item		
Cla	use 5 is amended by the addition of the following			
	o-clause 5.7:			
Sui	rolause 3.7.			
Th	e contractor shall supply and keep a copy of the			
	CC Series Principal Building Agreement and			
	' · · · · · · · · · · · · · · · · · · ·			
	ch the employer, principal agent and agents shall			
hav	ve access at all times			
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6 Clause	6.0 - Employer's Agents				
	F: V:		lton		
	1		Iten	1	
7 Clause	7.0 - Design Responsibility F:		Iten	h	
	V: T:				
	Clause 7.0 is deemed to be amended by adding the				
	following new sub-clause 7.4:				
	The Contractor shall promptly inform the Principal Age	nt			
	of any patent defects or errors in any design. In identifying any patent defects or errors the Contractor				
	shall use its best endeavours.				
	INSURANCE AND SECURITY				
	INSURANCE AND SECURIT				
8 Clause	8.0 - Works risk F:		Iten	h	
	V: T:				
	is deemed to be amended by the addition of				
the new cl	ause 8.8 and 8.9:				
	specifically stated to the contrary, where				
	es have been used in the tender documents				
	materials and goods, this has been done with rpose of indicating the standard and quality				
	the principal agent. The contractor shall be				
free to sup	ply those of other manufacturers or suppliers				
	hat they match the standard and quality				
	he onus shall be on the contractor to prove aterials and goods supplied by him are of				
	ndard and quality to those specified.				
0.0	The viete feeters and decrease to the conditions				
	The risks for loss or damage to the works resulting m such materials and goods and for latent defects in				
	ch materials and goods shall be that of the contractor,				
wh	ether the materials and goods as specified of	or			
	erwise are supplied. Where it is specifically stated				
	t no other trade name will be acceptable then the				
abt	ove mentioned risks will remain with the employer.				
	Clause 9.0 - Indemnities F:				
V:	T:	tem			
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	Clause 10.0 - Insurances F:			
V:	T:	Item		
Claus claus	se 10.0 is amended by the addition of the following es:			
10.12	2 Damage to the Works (a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works (c) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works			
10.13 Prope	and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof 8 Injury to Persons or loss of or damage to			
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(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works		
(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed		
(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion		
(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor		
(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable		

that liabili limiti contr caler com	It is the responsibility of the contractor to ensure the has adequate insurance to cover his risk and the structure of the contractor's obligations in terms of the fact, the contractor shall, within twenty-one (21) and days of the commencement date but before the mencement of the works, submit to the employer of of such insurance policy, if requested to do so		
	Clause 11.0 - Security F: T:	Item	
V	Clause 11.4 is deleted		
EXE	CUTION		
- 1	Clause 12.0 - Duties of the Parties F: T:	Item	
Clau with:	se 12.1.1 and 12.2.2 are amended by replacing it		
	No clause		
	Clause 13.0 - Setting Out F:	Item	
	Clause 14.0 - Nominated Subcontractors		
- 1	=: Γ:	Item	
	se 14.1.5 is amended by replacing it with the		
	lause		
atten	: See item B9.1 hereinafter for adjustment of dance on nominated subcontractors executing work yed for under provisional sums		
15	Clause 15.0 - Selected Subcontractors		
	V:	Item	
- 1	Carried to Collection	R	
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	lause 16.0 - Direct Contractors F:	Item		
	Clause 17.0 - Contract Instructions F:	Item		
v	COMPLETION			
18	Clause 18.0 - Interim Completion = N/S Subcontract Agreement F:	Itom		
19	V:T:T:Clause 19.0 - Practical Completion F:	Item		
	V:T:T	Item		
20	Clause 20.0 - Sectional Completion F:	Item		
21	Clause 21.0 - Defects Liability Period and Final	ltom		
00	T:	Item		
22	Clause 22.0 - Latent Defects Liability Period F:V:V:	Item		
23	Clause 23.0 - Revision of the Date for Practical	Item		
	T:	item		
24	Clause 24.0 - Penalty for Late or Non-Completion The penalty per calendar day is 1.25 cents per R100.00			
	of the contract value.			
	F: T:	Item		
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PAY	MENT_		
25	Clause 25.0 - Payment		
	ent shall be subject to the contractor giving the over a tax invoice for the amount due		
	V:	Item	
	Clause 26.0 - Adjustment of the Contract Value and Final Account		
F:	V:		
27 C F:	lause 27.0 - Recovery of Expense and/or Loss V:		
Т:	Item		
	SUSPENSION AND TERMINATION		
	Clause 28.0 - Suspension by the Contractor		
	T:	Item	
	Clause 28.1.1 is amended by the addition of the following clause: No clause		
	Clause 29.0 - Termination F: V:T:	ltom	
		Item	
	IINATION BY THE EMPLOYER		
clause	e 29.1 is amended by the addition of the following es:		
	refuses or neglects to comply strictly with any of onditions of contract		
	estate being sequestrated, liquidated or ndered in terms of the insolvency laws in force the Republic of South Africa		
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29.1.6 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract			
TERMINATION BY THE CONTRACTOR			
Clause 29.14.1 is deleted and is amended by the addition of the following clause: No clause			
Clause 29.0 is amended by the addition of the following clause:			
29.33 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever			
DISPUTE RESOLUTION			
30 Clause 30.0 - Dispute Resolution F: T:			
SUBSTITUTE PROVISIONS	Item		
31 Clause 41.0 - STATE CLAUSES F:			
T:			
CONTRACT VARIABLES	Item		
32 Clause 42.0 - THE SCHEDULE F:			
T:			
Tenderers are referred to the Contract Data for variables pertaining to this contract	Item		
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Section No. 1 Preliminaries			
Bill No. 1 Preliminaries			
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	SECTION B: JBCC PRELIMINARIES			
	B1.0 DEFINITIONS AND INTERPRETATION			
33	B1.1 Definitions and interpretation F:V:			
	T:	Item		
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section			
	B2.0 DOCUMENTS			
34	B2.1 Checking of documents F:V:			
	T:	Item		
35	B2.2 Provisional bills of quantities F:V:			
	T:	Item		
36	B2.3 Availability of construction documentation F:V:			
	T:	Item		
37	B2.4 Interests of agents F:V:			
	T:	Item		
38	B2.5 Priced documents F:V:			
	T:	Item		
39	B2.6 Tender submission			
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Part C1.1 Form of Offer and Acceptance "			
	F:V:V:	Item		
	1	item		
	Carried to Collection	R		
Section No Preliminari Bill No. 1	es			
Preliminari Pricing Da CV Chaba				
3. 3.14.54	-14-			
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	B3.0 THE SITE		
40	B3.1 Defined works area F:V:		
	T:Item		
41	B3.2 Geotechnical investigation		
	The results are incorporated in Annexure B of the Bid Document		
	F:V:		
42	B3.3 Inspection of the site F:V:		
	T:ltem		
43	B3.4 Existing premises occupied F:V:		
	T:Item		
44	B3.5 Previous work - dimensional accuracy		
	T:Item		
45	B3.6 Previous work - defects		
	F:		
46	B3.7 Services - known		
	F: T:Item		
47	B3.8 Services – unknown		
	F: T:Item		
48	B3.9 Protection of trees		
	F:		
	T:Item		
	Carried to Collection	R	
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	ne & Associates		
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49	B3.10 Articles of value			
	F: T:	Item		
		liteiii		
50	B3.11 Inspection of adjoining properties F:V:V			
	T:	Item		
	B4.0 MANAGEMENT OF CONTRACT			
51	B4.1 Management of the works F:V:			
	T:	Item		
52	B4.2 Programme for the works F:V:			
	T:	Item		
53	B4.3 Progress meetings F:V:			
	T:	Item		
54	B4.4 Technical meetings F:V:			
	T:	Item		
55	B4.5 Labour and plant records F:V:			
	T:	Item		
	B5.0 SAMPLES, SHOP DRAWINGS AND			
	MANUFACTURERSÆ INSTRUCTIONS			
56	B5.1 Samples of materials F:V:			
	T:	Item		
57	B5.2 Workmanship samples F:V:			
	T:	Item		
58	B5.3 Shop drawings F:V:			
	T:	Item		
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	ne & Associates			
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59	B5.4 Compliance with manufacturers' instructions F:V:		
	T:	Item	
	B6.0 TEMPORARY WORKS AND PLANT		
60	B6.1 Deposits and fees		
	F:V:V:	Item	
61	B6.2 Enclosure of the works F:V:		
	T:	Item	
62	B6.3 Advertising F:V:		
	T:	Item	
63	B6.4 Plant, equipment, sheds and offices F:V:		
	T:	Item	
64	B6.5 Main notice board F:V:		
	T:	Item	
65	B6.6 Subcontractors' notice board F:V:		
	T:	Item	
	B7.0 TEMPORARY SERVICES		
66	B7.1 Location F:V:		
	T:	Item	
67	B7.2 Water		
	Option A- provided by the Contractor including necessary temporary plumbing		
	F:V:		
	T:	Item	
	Carried to Collection	R	
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68	B7.3 Electricity		
	on A- provided by the Contractor including essary temporary installation work		
F: T:	V:	Item	
69	B7.4 Telecommunication facilities		
F: T:	V:	Item	
70	B7.5 Ablution facilities		
Optio	on A- provided by the Contractor		
	F:V:		
	T:	Item	
	B8. <u>0</u> PRIME COST AMOUNTS		
71	B8.1 Responsibility for prime cost amounts F:V:		
	T:	Item	
	B9.0 ATTENDANCE ON N/S SUBCONTRACTORS		
72	B9.1 General attendance		
	F: T:	Item	
73	B9.2 Special attendance		
	B9.2 Special attendance F:V:	lt a ma	
	T:	Item	
74	B9.3 Commissioning - fuel, water and electricity F:V:		
	T:	Item	
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	ion No. 1		
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	B10.0 FINANCIAL ASPECTS			
75	B10.1 Statutory taxes, duties and levies F:V:			
	T:	Item		
76	B10.2 Payment for preliminaries F:V:			
	T:	Item		
77	B10.3 Adjustment of preliminaries			
	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document" F:			
	T:	Item		
78	B10.4 Payment certificate cash flow F:V:			
	T:	Item		
	B11.0 GENERAL			
79	B11.1 Protection of the works F:V:			
	T:	Item		
80	B11.2 Protection / isolation of existing / sectionally occupied works F:V:			
	T:	Item		
81	B11.3 Security of the works F:V:			
	T:	Item		
82	B11.4 Notice before covering work			
	F:V:	Item		
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83				
	F:V:			
	T:	Item		
84	B11.6 Environmental disturbance			
0-1	F:V:			
	T:	Item		
85	B11.7 Works cleaning and clearing			
	F:			
	T:	Item		
86	B11.8 Vermin			
	F:V:			
	T:	Item		
87	B11.9 Overhand work F:V:V:			
		lt a ma		
	T:	Item		
88	B11.10 Instruction manuals and guarantees			
	F:V:			
	T:	Item		
0.0				
89	B11.11 As built information F:V:V:			
	T:	Item		
	1	I item		
90	B11.12 Tenant installations			
	F:V:			
	T:	Item		
	B12.0 SCHEDULE OF VARIABLES			
	<u>DILIO CONEDUCE OF VARIABLES</u>			
91				
	F:V:			
	T:	Item		
	This schedule contains all variables referred to in this			
	document and is divided into pre-tender and post-tender			
	categories. The pre-tender category must be completed			
	in full and included in the tender documents. Both the			
	pre-tender and post-tender categories form part of these			
	Preliminaries			
	Carried to Collection	R		
<u> </u>				
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Preliminari	es			
Pricing Da				
CV Chaba	ne & Associates			
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12.1 PRE-TENDER INFORMATION		
12.1.1 Provisional bills of quantities		
The quantities are provisional NO		
12.1.2 Availability of construction documentation		
Construction documentation is complete YES		
12.1.3 Interests of agents		
Details: None		
12.1.4 Defined works area		
Details: Construction in accordance with the scope of work and within the defined boundaries.		
12.1.5 Geotechnical investigation		
Details: Refer to Annexure B of the Bid Document		
12.1.6 Existing premises occupied		
Specific requirements: [No]		
12.1.7 Previous work - dimensional accuracy		
Details: Not applicable		
12.1.8 Previous work - defects		
Details: Not applicable		
12.1.9 Services - known		
Details:		
12.1.10 Protection of trees		
Specific requirements: Not applicable		
Carried to Collection	R	
Section No. 1 Preliminaries Bill No. 1 Preliminaries Pricing Data CV Chabane & Associates		

12.1.11 Inspection of adjoining properties			
Specific requirements:			
12.1.12 Enclosure of the works			
Specific requirements: Erect hoarding and fence off the site			
12.1.13 Offices			
Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, to accommodate a minimum of 20 seats, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times			
12.1.14 Main notice board			
Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering			
12.1.15 Subcontractors' notice board			
A notice board is required NO			
Carried to Collection	R		
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Pricing Data CV Chabane & Associates			
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12.1.16 Water			
Option A (by contractor) YES			
Option B (by employer - free of charge)	NO		
Option C (by employer - metered)	NO		
12.1.17 Electricity			
Option A (by contractor) YES			
Option B (by employer - free of charge)	NO		
Option C (by employer - metered)	NO		
12.1.18 Telecommunications			
Telephone			
Option A (by contractor) YES			
Option B (by employer - free of charge)	NO		
Option C (by employer - metered)	NO		
Facsimile			
Option A (by contractor) YES			
Option B (by employer - free of charge)	NO		
Option C (by employer - metered)	NO		
E-mail			
Option A (by contractor) YES			
Option B (by employer - free of charge)	NO		
Option C (by employer - metered)	NO		
Courie	d to Collection	R	
Section No. 1	u to Collection	ĸ	
Preliminaries Bill No. 1 Preliminaries Pricing Data			
CV Chabane & Associates			

12.1.19 Ablution facilities					
Option A (by contractor)	YES				
Option B (by employer - free of	charge) NO				
Option C (by employer - metere	ed) NO				
12.1.20 Protection of existing/s	ectionally occupied works	;			
Protection is required:	NO				
12.1.21 Special attendance					
Subcontractor (1) details:					
Subcontractor (2) details:					
Subcontractor (3) details:					
Subcontractor (4) details:					
12.1.22 Protection of the works					
Specific requirements:					
12.1.23 Disturbance					
	ered during operations to le and erect and remove necessary temporary dus	:			
12.1.24 Environmental disturba	ince				
Specific requirements:					
	Carried to Collection		R		
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Preliminaries Bill No. 1 Preliminaries Pricing Data					
CV Chabane & Associates					
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	12.2 POST-TENDER INFORMATION	<u>N</u>			
	12.2.1 Payment of preliminaries				
	Option A (prorated)	YES			
	Option B (calculated)	NO			
	12.2.2 Adjustment of preliminaries				
	Option A (three categories)	YES			
	Option B (detailed breakdown)	NO			
SE	CTION C: SPECIFIC PRELIMIN	IARIES			
this agai 92 Show the	ion C contains specific preliminary it contract except where N/A (Not Anst an item C1.0 CONTRACT DRAWINGS * The drawings issued with the tender comprise the complete set but serve tendering purposes and for indicating work to enable the tenderer to acquarature and extent of the works and they are to be executed all any part of the drawings not be clatenderer he shall, before submitting fication in writing from the principal age	Applicable) appears er documents do not as a guide only for g the scope of the int himself with the ne manner in which early understood by his tender, obtain			
		V:			
		·	Item		
93	C2.0 GENERAL PREAMBLES				
F: T:		V:			
1			Item		
Carr	ied to Collection			R	
	ion No. 1				
Bill					
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	Chabane & Associates				
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94	C4.0 IMPORTED MATERIALS AND EQUIPMENT			
infor item curr Mate	re imported items are listed in the tender ments, the tenderer shall provide all the mation called for, failing which the price of any such, materials or equipment shall be excluded from ency fluctuations. (refer to Schedule of Imported erials and Equipment Part T2.2) to be completed by erer)			
	V:	l _t	tem	
	Carried to Collection	R		
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Prel Bill I Prel Pric	ion No. 1 minaries No. 1 minaries ing Data Chabane & Associates			
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95 C5.0 OCCUPATIONAL HEALTH AND SAFETY ACT		
The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)		
It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document		
The contractor must take note that compliance with the and Heath and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment		
Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained		
F:	lte	
Carried to Collection	R	
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Preliminaries		
Pricing Data CV Chabane & Associates		
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The Contractor shall take all accommodate traffic includin signs and adopting safety construction of the works in	f Traffic during Construction necessary steps and use every ng, erecting the necessary road v precautions, etc during the compliance with the regulations			
for any complaints, damages	te and shall be solely responsible or claims in this regard including r when directed suitable and			
F: T:	V:	Item		
<u>AGREEMENT</u>				
Agreement				
SUMMARY OF CATEGOR	RIES			
Category : Fixed R				
Category : Value R				
Category : Time R				
	Carried to Collection	R		
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Bill No. 1 Preliminaries			
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Item	Quantity	Rate	Amount
No SECTION NO. 0		1	
SECTION NO. 2			
BILL NO. 1			
EARTHWORKS (PROVISIONAL)			
KeyLocation DescriptionAChangeroomBSundries			
PREAMBLES			
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.			
SUPPLEMENTARY PREAMBLES			
Nature of ground			
A soils investigation has been carried out on site by the engineer and the report is annexed to these bills of quantities. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" described in the above report and where conditions of a more difficult character are indicated and these are separately measured.			
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			
Filling			
Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any multiple handling of material			
Carried to Collection	R		
Section No. 2 Buildings Bill No. 1 Earthworks (Provisional) Pricing Data CV Chabane & Associates			
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Excavations in conditions other than earth				
Should the contractor consider that the excavation at any point are in "soft rock" or "hard rock" or "brickwork" or "concrete", he must notify the Principal Agent in order that an inspection may be made and a decision arrived at by the Principal Agent as to the category of such excavation. Should the contractor fail to give such notification, the excavation shall be deemed to be in earth and shall be valued accordingly.				
Subterranean water				
The information on subterranean water is included in the soils investigation report and can be viewed at the Engineer's offices.				
SITE CLEARANCE, ETC				
Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc A: 333 B: 432	m2	765		
2 Stripping average 150mm thick layer of top soil and dispose off site A: \$33 B: 432	m2	765		
EXCAVATION, FILLING, ETC OTHER THAN				
BULK				
Excavation in earth not exceeding 2m deep				
Reduced levels under floors A: 67 B: 85	m3	153		
4 Trenches	m3	314		
A: 137 B: 177				
Extra over trench and hole excavations in earth for excavation in				
5 Soft rock	m3	47		
A: 20 B: 26				
Carried to Collection				
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Earthworks (Provisional) Pricing Data CV Chabane & Associates				
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6 A : 10	Hard rock	m3	23		
	a over all excavations for carting away				
7 A : 14	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	323		
8 A : 36	Sides of trench and hole excavations not exceeding 1,5m deep B: 473	m2	838		
9 FILL	Keeping excavations free of water Keeping excavations free of all water other than subterranean water ING, ETC filling obtained from the excavations and/or		Item		
10 A: 63 Eartl com	filling of G5 material supplied by the contractor pacted in 150mm layers to 98% Mod AASHTO to	m3	144		
dens 11 A : 86	Under floors, steps, pavings, etc B: 110	m3	196		
12 A:10	se river sand filling supplied by the contractor Under floors etc B: 12	m3	22		
Carr	ied to Collection			R	
Build Bill N Earth Prici					

Compaction of surfaces			
Compaction of ground surface under floors, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density A: 192 B: 244 Prescribed density tests on filling	m2	436	
14 "Modified AASHTO Density" test A:5 B:6	No	11	
SOIL POISONING			
Soil insecticide under a 10 year guarantee by a firm of specialist			
15 Under floors, etc including forming and poisoning			
shallow furrows etc and filling in furrows and ramming A: 192 B: 244	m2	436	
To bottoms and sides of trenches,	m2	1 152	
etc A:5 0 2 B:650			
Carried to Collection Section No. 2 Buildings Bill No. 1 Earthworks (Provisional) Pricing Data CV Chabane & Associates		R	
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Buildings		
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Earthworks (Provisional)		
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Item No		Quantity	Rate	Amount
SECTIO	N NO. 2		1	
BILL NO	<u>. 2</u>			
CONCRI	ETE, FORMWORK AND			
REINFO	RCEMENT .			
<u>PREAMB</u>	KeyLocation DescriptionAChangeroomBAblution BlockCSundries			
Trades (20	ctor is referred to the Model Preambles for 08 Edition) as issued by the Association of can Quantity Surveyors before pricing this bill.			
SUPPLEI	MENTARY PREAMBLES			
Cost of te	<u>sts</u>			
cubes/slur SABS 120 moulds ne for submitt testing sha institution	of making, storing and testing of concrete test np tests as required under clause 7 "Tests" of 0 G shall include the cost of providing cube cessary for the purpose, for testing costs and ing reports on the tests to the Engineer. The Ill be undertaken by an independent firm or nominated by the contractor and to the f the Engineer. (Test cubes are measured)			
_	ORCED CONCRETE CAST AGAINST			
	TED SURFACES mm Concrete in:			
	Blinding under footings and bases m3	16		
A : 7	B:9			
	Carried to Collection	R		
Pricing Da	Formwork and Reinforcement			
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REINFORCED CONCRETE CAST AGAINST	T	ı		<u> </u>
EXCAVATED SURFACES				
25MPa/19mm concrete in:				
2 Strip footings	m2	04		
A : 41 B : 53	m3	94		
REINFORCED CONCRETE				
25MPa/19mm concrete in:				
3 Surface beds on waterproofing	m3	12		
A:6 B:7	1113	12		
4 Surface beds cast in panels on waterproofing	m3	29		
A: 13 B: 16				
5 Ramps	m3	2		
A:1 B:2				
6 Steps, urinal steps, cupboard platforms, etc A:2 B:2	m3	4		
TEST BLOCKS (PROVISIONAL)				
7 Making and testing 150 x 150 x 150mm concrete strength test cube and submit report to the				
Representative / Agent (only successful tests will be				
paid for) A: 34 B: 43	No	77		
MOVEMENT JOINTS, ETC				
Expansion joints with 10mm bitumen impregnated softboard closed cell expanded polyethylene between				
vertical concrete and brick surfaces				
8 Not exceeding 300mm high to edges of surface beds	m	649		
A: 281 B: 368				
Saw cut joints				
9 5 x 10mm Saw cuts in top of concrete	m	291		
A: 128 B: 163				
Carried to Collection			_	
			R	
Section No. 2 Buildings				
Bill No. 2				
Concrete, Formwork and Reinforcement				
Pricing Data CV Chabane & Associates				
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	Buildings			
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	Concrete, Formwork and Reinforcement			
	Pricing Data			
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CONCRETE SUNDRIES	1			1
Finishing top surfaces of concrete smooth with a steel trowel				
10 Surface beds, slabs, etc to falls and currents		22		
A:6 B:17	m2	23		
ROUGH FORMWORK				
Rough formwork to sides				
11 Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	49		
A : 15 B : 34	""	73		
REINFORCEMENT (PROVISIONAL)				
Mild steel reinforcement to structural concrete work				
12 8mm Diameter bars A : 0.583 B : 0.756	t	1.339		
High tensile steel reinforcement to structural				
concrete work				
13 25mm Diameter bars	t	1.339		
A: 0.583 B: 0.756				
14 20mm Diameter bars	t	1.339		
A: 0.583 B: 0.756				
15 16mm Diameter bars	t	1.339		
A: 0.583 B: 0.756				
16 12mm Diameter bars	t	1.339		
A: 0.583 B: 0.756				
17 10mm Diameter bars	t	1.339		
A: 0.583 B: 0.756				
Fabric reinforcement				
18 Mesh Ref 395 fabric reinforcement in concrete surface		400		
beds, slabs, etc A:192 B:244	m2	436		
Carried to Collection			_	
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Bill No. 2				
Concrete, Formwork and Reinforcement Pricing Data				
CV Chabane & Associates				
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	Concrete, Formwork and Reinforcement		
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	Formwork and Reinforcement		
Pricing Day	ata ne & Associates		
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Item No		Quantity	Rate	Amount
NO	SECTION NO. 2	1		
	BILL NO. 3			
	MASONRY			
	KeyLocation DescriptionAChangeroomBAblution BlockCSundries			
PREAME	<u>LES</u>			
Trades (20	ctor is referred to the Model Preambles for 08 Edition) as issued by the Association of an Quantity Surveyors before pricing this bill.			
SUPPLE	MENTARY PREAMBLES			
BRICKWO	<u>PRK</u>			
Sizes in de	<u>scriptions</u>			
	es in descriptions are given in brick units, "one represent the length and "half brick" the brick			
Face brick	<u>s</u>			
Bricks sha size and c	II be ordered timeously to obtain uniformity in plour			
Pointing				
and face b	ns of recessed pointing to fair face brickwork rickwork shall be deemed to include square hollow recessed, weathered pointing, etc			
Samples				
walls desc minimum o used in wa	f all masonry building units, except those for ribed as "load bearing", shall consist of a of 6 units. Samples of building units to be alls described as "load bearing" shall consist of om every 30 000 units delivered to site			
	Carried to Collection	R		
Section No Buildings Bill No. 3 Masonry Pricing D a	ata			
CV Chaba	ne & Associates			
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	Comical to Callege		_	
Section No. 2	Carried to Collection		R	
Buildings Bill No. 3				
Masonry				
Pricing Data CV Chabane & Associates				
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FOUNDATIONS (PROVISIONAL)				
Brickwork of NFX bricks (14 MPA nominal				
compressive strength) in class I mortar				
1 One brick walls	m2	381		
A: 166 B: 215				
SUPERSTRUCTURE				
Brickwork in NFP clay bricks (7 Mpa nominal compressive strength) in Class II mortar				
2 Half brick walls	m2	374		
A: 192 B: 181	1112	374		
3 Half brick walls in beamfilling	m2	46		
A:20 B:26				
4 One brick walls	m2	677		
A: 285 B: 392				
BRICKWORK SUNDRIES				
Brickwork reinforcement				
5 75mm Wide reinforcement built in horizontally A: 833 B: 815	m	1 648		
6 150mm Wide reinforcement built in horizontally in foundation (Provisional)	m	4 461		
A: 1943 B: 2518				
7 150mm Wide reinforcement built in horizontally	m	2 756		
A: 1182 B: 1574				
Concrete prestressed fabricated lintels				
8 110 x 75mm Lintels in lengths not exceeding 3m A: 62 B: 86	m	148		
9 110 x 75mm Lintels in lengths exceeding 3.0m and not exceeding 4.5m long A: 45	m	45		
A. #5				
Carried to Collection				
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Bulldings Bill No. 3				
Masonry				
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10 A:3	220 x 75mm Lintels in lengths not exceeding 3m	m	14		
	ing pieces				
11 1	115mm Wide turning piece to lintels etc	m	53		
A:9	B : 44	""	55		
122	230mm Wide turning piece to lintels etc	m	16		
A:4	B : 12				
Galv	anised hoop iron cramps, ties, etc				
13	38 x 1,6mm Galvanised hoop iron roof tie with one end built six courses deep into top of brickwork and other end wrapped around and nailed to trusses (Provisional)	No	123		
A : 48					
	ricks etc				
14 A:5	230 x 160mm Cement air brick	No	10		
	E BRICKWORK				
	oved face bricks pointed with recessed horizontal				
and v	vertical joints (Allow PC Amount of R 4 000.00 per				
tnou	sand delivered to site excluding VAT)				
15	Extra over brickwork for face brickwork	m2	302		
A : 13		1112	302		
16	Extra over brickwork for face brickwork in foundations (Provisional)				
A : 36		m2	81		
17	One brick wall faced both sides				
A : 16		m2	26		
18	Fair cutting and fitting around pipe not exceeding 100mm diameter				
A : 24	B : 26	No	50		
Carri	ed to Collection				
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Build	ings				
Bill N Maso	nry				
Prici	ng Data habane & Associates				
	madano a riodoviatos	4.4			
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19	Fair cutting and fitting around pipe exceeding 100mm				
A : 1	and not exceeding 200mm diameter B: 17	No	30		
	sk-on-edge header course copings, sills, etc				
	roved face bricks pointed with recessed joints on				
all e	exposed faces				
20	Brick-on-edge header course lintel pointed on both				
	faces and 220mm wide soffit	m	16		
A : 4	B:12				
21	Brick-on-edge header course lintel pointed on face and		50		
A : 9	110mm wide soffit B: 44	m	53		
22	Cut face brick-on-edge external window cill, 180mm				
22	wide, set sloping and slightly projecting in cement				
	mortar and pointed on top, front edge and projecting				
	soffit including all necessary fair raking cutting to facings under and fair and fitted ends	m	72		
A : 3					
23	Coping on top of one brick wall	m	12		
A:7	B:5				
24	Construct a sample panel 2000mm long x 1500mm high				
	of one brick wall in cement mortar faced and pointed on both sides in stretcher bond and with brick-on-edge				
	coping to top including pointing to top and both sides				
	and with and including necessary excavations for and including 15MPa/38mm mass concrete strip footing in a				
	position as directed by the Project Manager and				
	including demolishing and removal after completion of	Na	4		
C : 1	all brickwork	No	1		
Car	ried to Collection			R	
800	tion No. 2				
Buil	dings				
Bill	No. 3				
	sonry s ing Data				
	Chabane & Associates				
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Section No Buildings	. 2		
Bill No. 3 Masonry			
Pricing Da	ta ne & Associates		
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ltem No.	Quantity	Rate	Amount
No SECTION NO. 2		}	
BILL NO. 4			
WATERPROOFING			
KeyLocation DescriptionAChangeroomBSundries			
PREAMBLES			
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.			
SUPPLEMENTARY PREAMBLES			
Waterproofing			
Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs			
DAMPPROOFING OF WALLS AND FLOORS			
One layer approved 375 micron embossed black polyethylene damp proof course			
1 In walls			
	172		
One layer 250 micron green polyethylene waterproof sheeting complying with SABS 952 Type C in widest practicable widths with all joints lapped and sealed with pressure sensitive tape all in strict accordance with the manufacturer's requirements			
2 Under surface beds			
A:192 B:244 m	12 436		
Carried to Collection		_	
Section No. 2 Buildings Bill No. 4 Waterproofing Pricing Data		F	
CV Chabane & Associates			
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WATERPROOFING TO ROOFS, ETC				
Cementitious waterproofing system (suitable for tiling) comprising primer coat plasticised modified acrylic (PMA) (consisting of 5I PMA, 5 litres water and 16.5kg cement (32,5N), one layer pre-cut polypropylene fabric fully saturated in PMA slurry and two full coats PMA slurry				
3 On shower floors	m2	22		
A:7 B:15	1112	22		
Two coats type approved liquid waterproofing				
4 On walls	m2	7		
A: 7				
JOINT SEALANTS, ETC				
Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc				
5 10 x 25mm In expansion joints in floors including raking				
out expansion joint filler as necessary A: 281 B: 368	m	649		
Polyurethane sealing compound including backing cord, bond breaker, primer, etc				
6 5 x 10mm In saw cut joints in floors	m	291		
A: 128 B: 163				
Carried to Collection		В		
		R		
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Bill No. 4				
Waterproofing Pricing Data				
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Buil	ldings		
Bill	No. 4		
Wat	terproofing		
COI	LLECTION		
Tota	al Brought Forward from Page No.	Page No 47	Amount
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		49	
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Section No. 2 Buildings Bill No. 4 Waterproofing Pricing Data CV Chabane 8	& Associates		
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Item	Quantity	Rate	Amount
No SECTION NO. 2			
BILL NO. 5			
ROOF COVERINGS, ETC			
Key Location Description Changeroom B Sundries			
Sundites			
PREAMBLES			
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.			
SUPPLEMENTARY PREAMBLES			
<u>Descriptions</u>			
Descriptions of all roof coverings are deemed to include for all straight cutting			
PROFILED METAL SHEETING AND ACCESSORIES			
0,6mm Z450 Klip-lok 700 spelter galvanised corrugated steel sheets with chromadek finish of approved standard colour on one side and standard grey backing finish on reverse side, fixed to timber purlins or rails			
Note: The Contractor is to submit a certificate signed by the merchant, stating that the galvanised roof covering supplied complies with the required thickness specified			
1 Roof covering with pitch not exceeding 25 degrees m2 A: 252 B: 315	568		
Carried to Collection	R		
Section No. 2 Buildings Bill No. 5 Roof Coverings, etc Pricing Data CV Chabane & Associates			
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0,6mm Z450 spelter galvanised steel sheet accessories to preceding roof covering with				
chromadek finish of approved standard colour on one side and standard grey backing finish on reverse side				
2 Roll-top type ridge cappings 462mm girth, including dressing edges into corrugations of roof covering on both sides				
A: 29 B: 45	m	74		
3 Cover flashings 400mm girth A: 18	m	18		
4 Side wall flashings 400mm girth				
A: 18	m	18		
ROOF AND WALL INSULATION				
50mm thick Aluminium foil faced fibreglass blanket				
Insulation blanket laid taut over purlins (at approximately 1100mm centres) and fixed concurrent with roof covering with stapled longitudinal flap joints, including fixing at top and bottom edges to purlins with and including hoop iron straps				
A: 252 B: 315	m2	568		
		_		
Carried to Collection		R		
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Bill No. 5				—
Roof Coverings, etc Pricing Data				
CV Chabane & Associates				
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Section	n No. 2		
Buildin	ngs		
Bill No	. 5		
Roof C	Coverings, etc		
COLLI	ECTION		
Total E	Brought Forward from Page No.	Page No 51	Amount
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CV Chabane & A	ssociates -53-		

Item No	Quantity	Rate	Amount
SECTION NO. 2		1	
BILL NO. 6			
CARPENTRY AND JOINERY			
KeyLocation DescriptionAChangeroomBSundries			
PREAMBLES			
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.			
SUPPLEMENTARY PREAMBLES Treatment against insect parts			
Treatment against insect pests Rates for all timber shall be deemed to include for treatment against insect pests			
All softwood for this job shall be treated to combat and prevent the spread of certain insect pests in accordance with Government Gazette Notice No R451 of 28 March 1969 and any amendments thereto. Proof of treatment shall be lodged with the Employer prior to the use of any timber in the works.			
Mitres, intersections, etc			
Descriptions of timber which is given linear, angles, rebates, grooves, chamfers, moulded edges, etc. are to be deemed to include for mitres, intersections, splay cut ends, stops, etc			
Descriptions of timber, etc shall be deemed to include for straight cutting and notching			
Carried to Collection	R		
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<u>Fixing</u>		
Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete		
Items described as "plugged" shall be deemed to include for screwing to fibre, plastic or metal plugs at not exceeding 600mm centres or shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.		
Descriptions are to be deemed to include for nails, screws, plugs, adhesives, holes, sin- kings, pelleting, etc		
Structural timber		
Descriptions of structural timber are to be deemed to include for joints in the length, holes, splay cut ends and mitres		
All softwood structural timber shall be of stress grade V5 or M5 in accordance with SWABS specification 563 unless otherwise stated		
Fascias, etc.		
Descriptions of fibre cement fascias and barge boards shall be deemed to include for mitres, end junctions, screws, bolts, wall anchors, holes, etc.		
Joinery:		
Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc		
Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes		
Decorative laminate finish:		
Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish		
Carried to Collection	R	
Section No. 2 Buildings Bill No. 6 Carpentry and Joinery Pricing Data CV Chabane & Associates		
OT SHABARIC & ACCOUNTED		

PREFABRICATED METAL CONNECTOR PLATE **TIMBER ROOF TRUSSES** a. All the roof trusses to be designed and constructed with softwood structural timber to include for live loads. wind loads and to take profiled metal roof covering, purlins and fibre cement or gypsum plasterboard ceilings with brandering. Each roof truss shall have all its members accurately cut and close butted together and rigidly fixed by CSIR approved patented galvanised metal spike connectors, fixed on both sides of each intersection by an approved method, all in accordance with the manufacturer's instructions. b. Unless otherwise described all rafter feet are to extend approximately 850mm beyond the length of the tie beam, with end splayed cut. c. The design, manufacture and transportation of the roof trusses, bracing, etc. shall be under the control of a registered Engineer and it shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been designed by a qualified Structural Engineer and that he is in possession of a capability certificate issued by the Institute for Timber Construction and approved by the Representative /Agent d. All timber shall be stress-graded pine or glued laminated timber for construction or engineering purposes in accordance with the specifications of SABS Specification No 563 or as defined in SABS Specification No.1245. Stress-grades shall be marked as specified, vix V4, M4, V6, M6, etc. e. Erection must be carried out as described in "The Erection and Bracing of Timber Roof Trusses" published by the Truss Plate Association of South Africa Ltd. and the National Timber Research Institute, CSIR. f. Descriptions of roof trusses shall be deemed to include for design, manufacture, supply, hoisting and fixing in position, trimming ends, notching, ALL TEMPORARY AND PERMANENT BRACING, fixing blocks, etc. g. All timber must be Grade 7 as per table 3 of SABS 0163-2001 **Carried to Collection** R Section No. 2 **Buildings**

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		**	
h. All timber screws bolts plate connection or any other type of connector to be in accordance with Annexure 'A' of SABS 0163-2001			
i. All workshop drawings must be provided to the			
engineer for approval before fabrication j. The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained			
from the architect drawings and/or the site before design or fabrication commences			
k. All timber to be treated in accordance with SABS 05			
I. All exposed timber to be treated with carbolineum			
m. All roof timber to be treated with fire retardant paint			
Complete prefabricated timber roof trusses with a pitch not exceeding 25 degree pitch including all necessary hoisting labour, timber for bracing, purlins, wall plates, gangboards, certificate and guarantee for design and erection to be supplied by			
truss manufacturer. All exposed timber sections as well as sections in contact with wet trades to be creosote treated before fixing into position.			
1 Changerooms approximately 270m² measured flat.	Item		
A:1.00			
	Item		
EAVES, VERGES, ETC			
High density plain fibre-cement fascias and barge boards			
3 15 x 225mm Fascias and barge boards, including galvanised steel H-profile jointing strips A: 57 B: 104	m 161		
DOORS ETC			
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Carpentry and Joinery			
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Solid chipcore flush doors with hung to steel frames	commercial veneer,			
4 44mm Door, size 813 x 2032m	nm high	No	16	
A: 7 B: 9 5 44mm Door, size 900 x 2032m	nm high	No	2	
A: 1 B: 2	iiii iiigii	No	3	
6 44mm Double door, size 1715 rebated meeting edges B: 2	5 x 2068mm high with	No	2	
7 44mm Double door, size 2076 rebated meeting edges	6 x 2068mm high with	No	1	
Semi-solid flush doors with con hung to steel frames	nmercial veneer,			
8 44mm Door, size 813 x 2032m A: 12 B: 16	nm high	No	28	
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Carpentry an Pricing Data				
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Item	Quantity	Rate	Amount
No SECTION NO. 2			
SECTION NO. 2			
BILL NO. 7			
CEILINGS, PARTITIONS AND ACCESS FLOORING			
Key Location Description A Changeroom			
B Ablution Block C Sundries			
PREAMBLES			
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of			
South African Quantity Surveyors before pricing this bill.			
SUPPLEMENTARY PREAMBLES			
<u>Descriptions</u>			
Items described as "nailed" shall be deemed to be fixed			
with hardened steel nails or pins or shot pinned to brickwork pr concrete			
Items described as "plugged" shall be deemed to			
include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as			
"bolted", the bolts are measured elsewhere			
Ceilings			
Unless otherwise described ceilings shall be deemed to			
be horizontal			
CEILING TIMBERS, BEADS, INSULATION, ETC			
Fibreglass insulation			
1 50mm Non-combustible lightweight fibreglass insulation blanket closely fitted between tie beams and laid loose			
on top of brandering, etc, all as per manufacturers			
instructions m2 A: 186 B: 227	413		
Carried to Collection	R		
Section No. 2			
Buildings Bill No. 7			
Ceilings, Partitions and Access Flooring Pricing Data			
CV Chabane & Associates			
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Buildings Bill No. 7			
Bill No. /			
Ceilings, Partitions and Access Flooring			
Pricing Data			
Pricing Data CV Chabane & Associates			
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NAILED UP CEILINGS			
6,4mm Gypsum plasterboard with 6 x 50mm fibre cement cover strips over joints finished smooth gypsum skim plaster			
2 Ceilings including 38 x 38mm sawn softwood b at 400mm centres in one direction A: 186 B: 227	orandering m2	413	
Extra over ceiling for 500 x 500mm trap door o 250mm wrought softwood rebated framing with cross brander, covered with ceiling board and to in opening, including necessary trimmers around B: 10	n one fitted flush	18	
Gypsum plasterboard cornices			
4 76mm Coved cornices A: 271 B: 359	m	630	
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Section No. 2 Buildings Bill No. 7 Cellings, Partitions and Access Flooring Pricing Data CV Chabane & Associates			
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В	Buildings		
В	Bill No. 7		
c	Ceilings, Partitions and Access Flooring		
<u>c</u>	COLLECTION		
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Bill No. 7 Ceilings, Par	rtitions and Access Flooring		
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BILL NO. 8					
IRONMONGE	<u>ERY</u>				
Key A B	Location Description Changeroom Sundries				
PREAMBLES					
(2008 Edition) Quantity Survey	is referred to the Model Preambles for Trades as issued by the Association of South African ors before pricing this bill.				
HINGES, BOL	TS, ETC				
1 100mm A:2	B: 2	No	4		
2 A:4	Brass barrel bolt with keep let into concrete B: 4	No	8		
LOCK\$					
Samples to be	approved by Architect				
3 4 lever each)	lockset and furniture (PC Amount of R150.00	No	24		
	ock (PC Amount of R60.00 each)	No	10		
	r dead lock with brass forend B:5	No	10		
	ce water-closet indicator lock set B: 14	No	25		
Carried to Colle	ection				
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DO	OR CLOSERS AND FLOOR SPRINGS				
<u>Sam</u>	ples to be approved by Architect				
7 A:6	Silver DA door closer delayed action (PC Amount of R 1200.00 each)	No	13		
PUS	SH PLATES AND KICK PLATES				
<u>Sam</u>	ples to be approved Architect				
8 A : 11	Stainless steel kick plates 300 x 813 plate (PC Amount of R170.00 each) B: 14	No	25		
9 A : 11	Stainless steel push plates 300 x 813 plate (PC Amount of R170.00 each) B: 14	No	25		
SUN	<u>IDRIES</u>				
Sam	ples to be approved by the Architect				
10 A : 20	38mm Diameter rubber door stop plugged B:31	No	51		
11 A : 17	Stainless steel hat and coat hook with rubber buffer B: 27	No	44		
12 A:7	147mm long Stainless steel foot operated telescopic door holder plugged B:7	No	14		
	METS AND CURTAIN TRACKS				
	ples to be approved by the Architect				
13 A:2	112mm high box type pressed steel pelmet projection 127mm over window with aluminium I section curtain track and fixing brackets plugged and screwed. B:8	m	10		
Carr	ied to Collection			R	
Build Bill N Ironi	ion No. 2 lings No. 8 nongery ing Data				
	Chabane & Associates				
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D A 7	THROOM FITTINGS				
	THROOM FITTINGS				
<u>Sam</u>	ples to be approved by the Architect				
14	303 x 156 x 141mm high Surface mounted stainless steel vandal and theft proof toilet roll holder	No	30		
A : 13	B : 17				
15 A : 1	300 x 270 x 520mm high, 34litre surface mounted stainless steel vandal and theft proof waste disposal bin	No	3		
16 A:1	304 x 100 x 134mm high Manually operated surface mounted stainless steel vandal and theft proof soap dispenser with spindle system B: 2	No	3		
17 A:6	300 x 305 x 134mm high Manually operated surface mounted stainless steel vandal and theft proof paper towel dispenser B:7	No	13		
18 A : 1	32mm Type 9 back grab rail 800mm long plugged	No	3		
19 A : 1	32mm Type 8 side grab rail 900mm girth plugged B: 2	No	3		
20 A:5	170 x 170 x 100mm Ceramic Wall mounted single soap dish fixed as per manufacturer's specifications B:5	No	10		
21 A:5	900 x 125mm Polished double towel rail fitted as per manufacturer's instructions B:5	No	10		
22 A : 5	203mm dia. Polished stainless steel towel ring fitted as per manufacturer's instructions B:5	No	10		
Sect Build Bill N Iron	ied to Collection ion No. 2 dings No. 8 mongery ing Data			R	
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Ironmongery			
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Bill No. 8 Ironmongery			
Pricing Data CV Chabane & Associates			
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Item		Quantity	Rate	Amount
No	SECTION NO. 2		}	
	BILL NO. 9			
	METALWORK			
	Key Location Description			
	A Changeroom B Sundries			
PREAMB	<u>LES</u>			
Trades (20	ctor is referred to the Model Preambles for 08 Edition) as issued by the Association of an Quantity Surveyors before pricing this bill.			
SUPPLE	MENTARY PREAMBLES			
Description	o <u>ns</u>			
and washed Description chemical a nuts, wash				
	Carried to Collection	R		
Section No Buildings Bill No. 9 Metalwork Pricing Da CV Chaba				
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WELDED SCREENS, GATES, ETC			
The following in framed and welded galvanised mild			
teel security grille gates including fixing in position omplete			
Gate frame consisting of 50 x 50 x 2.5mm rectangular			
tubing sections metre 45 degrees at corners before			
welded secured against wall with 50 x 50 x 5mm mild			
steel brackets welded to frame and bolted to wall with			
10mm (M10) rawl bolts including gate consisting of 50 x			
50 x 2.5mm square tubing sections metre 45 degrees at			
corners before welded with 2 horizontal sections with			
vertical styles out of 12 x 12mm mild steel solid square			
bars at equal centres of 100mm complete with 2 x pairs			
20mm diameter bullet hinges per gate. Size 877 x	No	6	
2076mm high overall	INO	6	
∆:3 B:3			
Gate frame consisting of 50 x 50 x 2.5mm rectangular			
tubing sections metre 45 degrees at corners before			
welded secured against wall with 50 x 50 x 5mm mild			
steel brackets welded to frame and bolted to wall with			
10mm (M10) rawl bolts including two gates of equal			
leaves each consisting of 50 x 50 x 2.5mm square			
tubing sections metre 45 degrees at corners before			
welded with 2 horizontal sections with vertical styles out			
of 12 x 12mm mild steel solid square bars at equal			
centres of 100mm complete with 2 x pairs 20mm			
diameter bullet hinges per gate. Size 2000 x 2225mm		.	
high overall	No	4	
A:2 B:2			
SALVANISED PRESSED STEEL DOOR FRAMES			
.2mm Double rebated frames suitable for half brick			
valls with two brass butt hinges per door leaf			
Frame for door size, 813 x 2032mm high	No	28	
: 12 B:16			
.2mm Double rebated frames suitable for one brick			
valls with two brass butt hinges per door leaf			
	<u>,</u>	40	
	No	16	
: † B:9			
Carried to Collection			R
ection No. 2			F
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Metalwork			
Pricing Data			
CV Chabane & Associates			
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5 Frame for do	oor size, 900 x 2032mm high	No	3		
6 Frame for do	ouble door size, 1715 x 2068mm high	No	2		
GALVANISED I	PRESSED STEEL CUPBOARD				
DOOR FRAMES					
Purpose made re	ebated cupboard door frames				
7 Frame for do	ouble door 2075 x 2068mm high	No	1		
GALVANISED S	STEEL ROLLER SHUTTERS ETC				
	l powder coated roller shutters with 76mn fixed to brickwork or concrete	<u>n</u>			
	h-up slatted roller shutter for 2000 x				
1200mm hig	gh opening B : 1	No	2		
GALVANISED S	STEEL WINDOWS, DOORS, ETC				
	rial windows with Type B2 burglar bars				
to fixed lights an	nd opening sashes				
9 Window type A:19	e SS51, size 1600 x 500mm high	No	19		
10 Window type	e C4F, size 1511 x 949mm high	No	1		
11 Window W0	2, size 2000 x 600mm high	No	3		
12 Window W0	3, size 1511 x 600mm high	No	9		
13 Window W0	14, size 2000 x 1245mm high	No	3		
14 Window W0 B : 17	95, size 600 x 1245mm high	No	17		
Carried to Collec	etion				
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Buildings Bill No. 9					
Metalwork					
Pricing Data CV Chabane & A	coolistos				
CV Chapane & A	assuciales				
	-70-				

ALUMINIUM PREAMBLES		
Note: Tenderers are referred to architect's drawings annexed to these bills of quantities/accompanying these		
bills of quantities for tender purposes		
Note: All tenderers should allow for standard ironmongery items. All ironmongery items shall be approved by the Architect.		
Note: All dimensions to be checked on site prior to		
construction. Clear silicone joints between window		
frames and brickwork. Aluminium frames shall be factory wrapped in protective plastic covering and shall be		
removed once building works are complete.		
ALUMINIUM FRAMED AND UNFRAMED		
SHOWER CUBICLE PANELS AND DOORS ETC		
Natural anodised aluminium framed shower cubicle		
panels and doors with frames, sliding gear, pivot hinges, cleats, stops, etc and 6.38mm toughened		
clear safety glass, plugged to tiled walls and sealed		
with silicone sealant, size 900 x 900 x 2100mm high		
15 Shower Cubical complete with fixed panel and swing		
door (Allow a PC Amount of R 2 600.00/each) No A:1 B:1	2	
7.1		
Carried to Collection	R	
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Section No. 2 Buildings		
Bill No. 9		
Metalwork Pricing Data		
CV Chabane & Associates		
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Se	ection No. 2			
Bu	uildings			
Bill	l No. 9			
Me	etalwork			
cc	DLLECTION			
		Page No		Amount
То	stal Brought Forward from Page No.	68		
		69		
		70		
		71		
	Carried Forward to Summary of Section No. 2	R		
Section No. 2				
Buildings Bill No. 9				
Metalwork				
CV Chabane	& Associates			
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Item		Quantity	Rate	Amount
No				
	SECTION NO. 2			
	BILL NO. 10			
	PLASTERING			
	KeyLocation DescriptionAChangeroomBSundries			
PREAMB	<u>LES</u>			
Trades (20	ctor is referred to the Model Preambles for 08 Edition) as issued by the Association of an Quantity Surveyors before pricing this bill.			
SUPPLE	MENTARY PREAMBLES			
Plaster on	concrete			
include for with bricky	scribed as "on brickwork" shall be deemed to small portions of plaster on concrete flush ork and prices should include for all the preparatory work			
Granolithi	<u>c</u>			
Method				
	d to be used shall be either the monolithic the bonded method			
	Carried to Collection	R		
Section No Buildings	. 2			
Bill No. 10				
Plastering Pricing Da				
CV Chaba	ne & Associates			
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Preparation		
For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic		
Mix		
Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic		
<u>Panels</u>		
Granolithic shall be laid in panels not exceeding 14m ² for monolithic finishes, not exceeding 9,5m ² for bonded finishes and not exceeding 6m ² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width		
Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints		
Laying		
Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels		
	_	
Carried to Collection	R	
Section No. 2 Buildings Bill No. 10 Plastering Pricing Data CV Chabane & Associates		
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Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be throughly compacted and lightly wood floated to the required levels			
After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated			
Curing, seasoning and protection			
Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying			
Carried to Collection	R		
Section No. 2 Buildings Bill No. 10 Plastering Pricing Data CV Chabane & Associates			
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		1	1	
GRANOLITHIC				
Untinted granolithic, on concrete				
1 30mm Thick on floors and landings	m2	401		
A: 183 B: 218				
2 Average 25mm thick on floors to falls and currents A:7 B:15	m2	22		
3 Skirtings 75mm high	m	630		
A : 271 B : 359				
INTERNAL PLASTER				
Cement plaster on brickwork				
4 On walls	m2	601		
A: 231 B: 371				
5 On narrow widths	m2	11		
A:2 B:9 Two coat plaster with gypsum finish on brickwork				
6 On walls A: 425 B: 495	m2	920		
7 On narrow widths	m2	21		
A: 11 B:10				
EXTERNAL PLASTER				
Cement plaster on brickwork				
8 On walls	m2	181		
A:88 B:93				
9 On narrow widths A:9	m2	9		
Carried to Collection				
Section No. 2				
Bulldings			R	
Bill No. 10 Plastering				
Pricing Data CV Chabane & Associates				
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Sect	tion No. 2		
Build	dings		
Bill N	No. 10		
Plas	tering		
COL	LECTION		
Tota	al Brought Forward from Page No.	Page No	Amount
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		75	
		76	
Continue NI C	Carried Forward to Summary of Section No. 2	R	
Section No. 2 Buildings			
Bill No. 10 Plastering			
Pricing Data CV Chabane &	Associates		
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Item No		Quantity	Rate	Amount
SECTION NO. 2				
BILL NO. 11				
TILING				
KeyLocation DescriptionAChangeroomBSundries				
PREAMBLES				
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
SUPPLEMENTARY PREAMBLES Patterns				
Unless otherwise described, tiles shall be laid with continuous joints in both directions				
WALL TILING				
Porcelain wall tiles (allow a PC Amount of R 250.00/m2 excluding VAT) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof jointing compound				
1 On walls	m2	598		
A:231 B:367				
2 On narrow widths A:2 B:9	m2	11		
On walls in isolated panels, splash backs,etc B:3 B:3	m2	6		
Carried Forward to Summary of Section No. 2				
Section No. 2 Buildings Bill No. 11			R	
Tiling Pricing Data CV Chabane & Associates				
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Item No	Quantity	Rate	Amount
SECTION NO. 2			
BILL NO. 12			
PLUMBING AND DRAINAGE			
(PROVISIONAL)			
KeyLocation DescriptionAChangeroomBSundries			
PREAMBLES			
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.			
SUPPLEMENTARY PREAMBLES			
uPVC pipes and fittings:			
Soil, waste and vent pipes and fittings shall be solvent weld jointed			
Copper pipes:			
Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground			
Fixing of pipes			
Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level			
Carried to Collection	R		
Section No. 2 Buildings Bill No. 12 Plumbing and Drainage (Provisional) Pricing Data CV Chabane & Associates			
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Lead pipes and fittings		
All soldered joints shall be wiped and brass unions shall be used for jointing lead to steel		
Reducing fittings		
Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained		
<u>Excavations</u>		
No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling		
"Soft rock" and "hard rock" shall be as defined in "Earthworks"		
Laying, backfilling, bedding, etc. of pipes		
Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions		
Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L: Medium-pressure pipelines LD: Sewers LE: Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB: Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB: Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding		
Carried to Collection	R	
Section No. 2		
Buildings Bill No. 12		
Plumbing and Drainage (Provisional)		
Pricing Data CV Chabane & Associates		
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Stainless steelbasins, sinks, wash troughs, urinals, etc.				
Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable				
Waste unions				
Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings				
RAINWATER DISPOSAL				
0,6mm Galvanised sheet steel gutters and rainwater				
<u>pipes</u>				
1 100 x 125 x 100mm VHV roof gutters				
A:57 B:90	m	147		
2 Extra over eaves gutter for stopped end				
A:4 B:4	No	8		
3 Extra over eaves gutter for outlet for 75 x 75mm pipe A: 20 B: 30	No	50		
	No	50		
4 75 x 75mm Rainwater pipes A: 54 B: 82	m	136		
5 Extra over rainwater pipe for shoe		.00		
A: 20 B: 30	No	50		
6 Extra over rainwater pipe for eaves or plinth offset				
A: 20 B: 30	No	50		
SANITARY FITTINGS				
Water Closet				
7 Close-coupled WC suite comprising pan with double flap				
heavy duty plastic seat and matching 9 litre cistern				
A: 12 B: 15	No	27		
Carried to Collection				
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Section No. 2 Bulldings				
Bill No. 12				
Plumbing and Drainage (Provisional) Pri cing Data				
CV Chabane & Associates				
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		ĺ	I		MOKOPAI
Para	plegic Water Closet				
8	Close-coupled Paraplegic WC suite comprising pan with double flap heavy duty plastic seat and matching 9 litre cistern	No	3		
A : 1	B:2				
Was	h hand basin				
9	610 x 460mm Paraplegic white porcelain enamelled wall mounted WHB with single/double holes complete with plug, chain, anchor, etc	No	3		
A : 1	B:2				
10	610 x 460mm White porcelain enamelled drop-in WHB with single/double holes complete with plug, chain, anchor, etc.	No	30		
A : 13					
<u>Urin</u>	<u>al</u>	No	15		
11 A:9	Wall urinal with spreader (flushing valve elsewhere)		.0		
<u>Stai</u>	nless Steel Sink				
12 A:1	1160 x 460mm Sink with 340 x 370mm end bowl on cupboard (cupboard elsewhere) B:1	No	2		
<u>Sho</u>	<u>wer tray</u>				
13	900 x 900 x 85mm Acrylic shower tray with waste outlet, bedded in position	No	2		
A:1	B:1				
	STE UNIONS, ETC	No	33		
14 A : 14	32mm Chromium plated basin waste union B: 19				
15	40mm Chromium plated bath or sink waste union	No	2		
A : 1	B:1				
Carr	ied to Collection			R	2
Build Bill N Plun Pric	ion No. 2 dings No. 12 nbing and Drainage (Provisional) ing Data				
Pric					

16	38mm Chromium plated urinal domical grating waste union	No	15		
A:9	B:6				
TRA	APS ETC				
17	38 x 50mm Rubber deep seal "P" or "S" trap	No	2		
A : 1	B : 1				
18	32mm Chromium plated bottle trap	No	33		
A : 14					
19	40mm Chromium plated bottle trap	No	15		
A:9	B:6				
20	50mm Brass shower trap with chromium plated waste and grating	No	10		
A:5	B:5				
TAP	S, VALVES, ETC				
App	<u>roved</u>				
21	32mm Chromium plated exposed type urinal flush valve				
	including flush pipe	No	15		
A:9	B:6				
22	15mm Chrome plated sink mixer with aerated swivel outlet mounted on the sink. All items to be fully fitted				
	with all necessary plumbing accessories.	No	2		
A : 1	B:1				
23	15mm Chromium plated elbow action wall-type mixer with swanneck swivel spout outlet and hook	No	6		
A:2	B:4	110	o l		
24	Demand push button chrome plated pillar tap with raised				
	nose, hot and cold indices and flanged bach nut. All items to be fully fitted with all necessary plumbing				
	accessories.	No	60		
A : 26					
- 1	15mm Chromium plated shower mixer	No	10		
A : 5	B:5				
Carr	ied to Collection				
Build	ion No. 2 Jings			-	
Bill N	No. 12			F	` <u> </u>
	nbing and Drainage (Provisional) ing Data				
	Chabane & Associates				
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26 15mm Chromium ploted shower head	, l	40		
26 15mm Chromium plated shower head A:5 B:5	No	10		
27 15mm Chromium plated overhead shower arm A:5 B:5	No	10		
28 15mm Chromium plated angle regulating valves	No	113		
A:51 B:62				
29 15 x 350mm Chromium plated flexible connector A: 52 B: 63	No	115		
30 20mm Brass hose bib-tap	No	4		
A:2 B:2				
SANITARY PLUMBING				
uPVC pipes				
31 50mm Pipes	m	240		
A:112 B:128				
32 50mm Pipes chased into brick walls	m	174		
A: 85 B: 90				
33 110mm Pipes A : 26	m	60		
Extra over uPVC pipes for fittings				
34 50mm Bend	No	120		
A:58 B:62				
35 50mm Access bend A:49 B:56	No	105		
36 50mm Junction	N.	400		
A : 63 B : 75	No	138		
37 50mm Access junction	No	52		
A: 25 B: 27		-		
38 110mm Bend	No	30		
A:13 B:17				
Carried to Collection				
Section No. 2			R	
Buildings				
Bill No. 12 Plumbing and Drainage (Provisional)				
Pricing Data				
CV Chabane & Associates				
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No No	30		
No	30		
No	30 l		
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No	30		
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No	30		
No	30		
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Na	20		
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	item		
	220		
""	230		
m	450		
m	167		
m	289		
m	/2		
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	No No no m	No 30 No 30 No 30 No 30 Item m 230 m 450 m 167 m 289	No 30 No 30 No 30 No 30 Item m 230 m 450 m 167 m 289

52 29mm Dings channel in brighwark	1	400		1
52 28mm Pipes chased in brickwork A: 67 B: 72	m	139		
Extra over Class 0 copper pipes for capillary fittings				
		450		
53 15mm Fittings A : 210 B : 240	No	450		
54 22mm Fittings	No	324		
A : 156 B : 168		02 :		
55 28mm Fittings	No	198		
A: 102 B: 96				
Copper service pipes				
56 15mm Service pipe 350mm girth	No	30		
A:13 B:17				
<u>Sundries</u>				
57 15mm Brass stopcock	No	20		
A:10 B:10				
58 22mm Brass fullway gate valve	No	20		
A:10 B:10				
59 28mm Brass non-return valve A:10 B:10	No	20		
60 20mm Full way stop cock A:10 B:10	No	20		
61 Testing water supply system		Item		
C: 1.00		ROIII		
ELECTRIC WATER HEATERS				
62 150 Litre Ceiling mounted electric water heater	No	6		
A:3 B:3		Ü		
DRIP TRAYS, TANKS, ETC				
Carried to Collection				
Section No. 2			R	
Buildings				
Bill No. 12 Plumping and Drainage (Provisional)				
Pricing Data				
CV Chabane & Associates				
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<u>0,6n</u>	nm Galvanised sheet steel				
63	600 x 1500mm Drip tray for wate high upstand all round with top e 22mm threaded outlet union	er heater, with 100mm edge bent over and with No	6		
A : 3	B:3				
		Carried to Collection	R		
Build	ion No. 2 Iings No. 12				
Plun	hbing and Drainage (Provisional) ing Data				
CV	Chabane & Associates				
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	Buildings			
	Bill No. 12			
	Plumbing and Drainage (Provisional)			
	COLLECTION			
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Section No Buildings				
Bill No. 12 Plumbing	and Drainage (Provisional)			
Pricing Da CV Chaba	ata ne & Associates			
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Item		Quantity	Rate	Amount
No SECTIO	<u>ON NO. 2</u>		J	
BILL NO				
GLAZIN				
I	KeyLocation DescriptionAChangeroomBSundries			
PREAMI	BLES			
(2008 ∉	ractor is referred to the Model Preambles for Trades dition) as issued by the Association of South African Surveyors before pricing this bill.			
GLAZIN	G TO STEEL WITH PUTTY			
3mm Cle	ar float glass			
	Panes exceeding 0,1m² and not exceeding 0,5m² m2	9		
A : 1	B:8			
	Scure glass			
2 I A : 15	Panes exceeding 0,1m ² and not exceeding 0,5m ² m2 B: 25	40		
MIRROF	<u>RS</u>			
polished dome ca	vered float glass copper backed mirrors with edges, holed for and fixed with chromium plated pped mirror screws with rubber buffers to plugs in k or concrete			
	Mirror 600 x 450mm high with four screws No	33		
Carried F	Forward to Summary of Section No. 2		R	
Section N Buildings Bill No. 13				
Glazing				
Pricing D	ane & Associates			
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Item	,	Quantity	Rate	Amount
No SECTION NO. 2	ļ			
SECTION NO. 2				
BILL NO. 14				
PAINTWORK				
KeyLocation DescriptionAChangeroomBSundries				
PREAMBLES				
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
SUPPLEMENTARY PREAMBLES				
<u>DESCRIPTIONS</u>				
Descriptions of paintwork shall be deemed to include for all cutting in				
PAINTWORK, ETC TO NEW WORK				
ON INTERNAL FLOATED PLASTER SURFACES				
One coat alkali resistant primer and two coats premium quality polyurethane enamel paint				
1 On walls A: 435 B: 505	m2	940		
ON EXTERNAL FLOATED PLASTER SURFACES				
One coat alkali resistant primer and two coats superior quality PVA emulsion paint				
2 On walls	m2	191		
A: 98 B: 93		101		
Carried to Collection				
Section No. 2			R	
Buildings Bill No. 14				
Paintwork Pricing Data				
CV Chabane & Associates				
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ON PLASTERBOARD SURFACES				
One coat alkali resistant primer and two coats PVA				
emulsion paint				
3 On ceilings and cornices	m2	413		
A: 186 B: 227				
ON FIBRE-CEMENT BOARD SURFACES				
One coat alkali resistant primer and two full coats				
actylic emulsion paint				
4 On fascias and barge boards	m2	77		
A: 28 B: 50				
ON METAL SURFACES				
One coat alkaline resistant primer, one coat universal				
undercoat and two coats eggshell enamel paint				
5 On eaves gutters				
A: 19 B: 30	m2	49		
6 On down pipes				
A: 16 B: 24	m2	41		
One coat red oxide factory primer, one coat universal				
undercoat and two full coats high gloss enamel paint				
7 On pressed steel door frames				
A: 20 B: 27	m2	47		
8 On windows with burglar bars	1112	7'		
A: 33 B: 64	m2	97		
One coat zinc phosphate alkyd resin primer, one	1112	31		
coat universal undercoat and two full coats high gloss enamel paint				
9 On gates, grilles, burglar screens, balustrades, etc (both				
sides measured over the full flat area)				
A: 29 B: 29				
	m2	58		
Carried to Collection				
Section No. 2 Buildings			R	
Bill No. 14				
Paintwork Pricing Data				
CV Chabane & Associates				
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<u>ON</u>	WOOD SURFACE	<u>s</u>					
<u>One</u>	coat primer and tw	o coats pren	nium quality				
	urethane enamel pa	aint					
10 A : 77	On doors B	3 : 121	m2		198		
			Carried to Collection) 	R		
Cast	ion No. 2		Carried to Collection)II	ĸ		
Build	ion No. 2 lings						
Pain	lo. 14 twork ing Data						
CV (Chabane & Associat	tes					
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Build	ings			
Bill N	o. 14			
Paint	work			
COLI	LECTION			
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Section No. 2 Buildings				
Bill No. 14 Paintwork				
Pricing Data CV Chabane &	Associates			
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Section	No. 2		
Building			
	ON SUMMARY - Buildings		
Bill No	Tree Common Comm	Page	Amount
1	Earthworks (Provisional)	No 35	
2	Concrete, Formwork and Reinforcement	40	
3	Masonry	46	
4	Waterproofing	50	
5	Roof Coverings, etc	53	
6	Carpentry and Joinery	59	
7	Ceilings, Partitions and Access Flooring	63	
8	Ironmongery	67	
9	Metalwork	72	
10	Plastering	77	
11	Tiling	78	
12	Plumbing and Drainage (Provisional)	88	
13	Glazing	89	
14	Paintwork	93	
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Pricing			
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Item No			Quantity	Rate	Amount
SECTIO	N NO. 3				
BILL NO	<u>. 1</u>				
SEWER	RETICULATION (PROVISIONAL)				
PREAMB	<u>LES</u>				
Edition) a	ctor is referred to the Model Preambles for Trades (2008 s issued by the Association of South African Quantity before pricing this bill.				
DESCRIF	<u>PTIONS</u>				
and succ description	erer is referred to the previous Section and the previous essive Bills in this Section for preambles and full is of materials and items described in this Bill, which will ally to the work in this Bill unless otherwise described				
SEWER I	PIPEWORK				
	ss 51 pipes including excavation, bedding, backfilling action and disposal of surplus material				
1	110mm Pipes vertically or ramped to cleaning eyes etc (no excavation)				
2	160mm diameter Pipes laid in and including trenches not exceeding 1m deep	m	10		
3	160mm diameter Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep	m	80		
4	160mm diameter Pipes laid in and including trenches exceeding 2m and not exceeding 3m deep	m	60		
		m	40		
Carried to	Collection				
Bill No. 1	o. 3 /orks (Provisional) iculation (Provisional)			R	
Pricing Da	ata ne & Associates				
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	Extra over trench and hole excavations in earth for				
	excavation in				
5	Soft rock	m3	23		
6	Hard rock	m3	12		
	Extra over uPVC class 34 pipes for fittings				
7	160mm to 110mm Reducing bend	No	36		
8	160mm to 110mm Reducing junction	No	36		
9	160mm to 110mm Reducer	No	36		
10	160mm Access bend	No	36		
11	160mm Access junction	No	36		
	uPVC gulleys				
12	110mm Gulley not exceeding 1mm deep formed of trap, vertical pipe and gulley head with loose grating, encased in 15MPa unreinforced concrete, with top of gulley 50mm above surrounding finished surfaces, top surface of concrete splayed and with 1:3 cement plaster on exposed surfaces Sundries	No	14		
13	350 x 350mm 20MPa/19mm Unreinforced concrete				
13	encasing around 160mm horizontal pipe	m	36		
14 15	350 x 350 x 50mm Thick precast concrete inspection eye marker slab finished smooth on exposed surfaces with letters "I.O." or "I.E." on top and placed flush in ground or paving Testing soil drainage system	No	27 Item		
10	Carried to Collection		R		
Sect	ion No. 3				
Bill N Sew Pric	rnal Works (Provisional) No. 1 er Reticulation (Provisional) ing Data Chabane & Associates				
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ļ	-90-			l	

MA	NHOLES			
con cover mor prec bac surr proj junc acce	struct 1000mm diameter (internal) precast crete manholes with SABS Type 2A manhole er and frame, frame bedded in 1:3 cement tar, spacers bedded in 1:6 cement mortar and ast concrete slab including excavations, kfilling, compaction, risk of collapse, cartaway blus material, 260mm thick unreinforced base ecting 100mm wide from walls, benching, tions, channelling, and step irons all in ordance with Engineer's detail for the following			
<u>aep</u>	ths "LI":			
16	Over 0m and up to 1.0m	No	3	
17	Over 1.0m and up to 2.0m	No	2	
18	Over 2.0m and up to 3.0m	No	2	
SEV	VER CONNECTION			
19	Cutting into side of existing inspection chamber for and connecting 160mm pipe including inserting 160mm channel junction and making good concrete benching	No	1	
	Comind to Callestian			
	Carried to Collection		R	
Exte	ion No. 3 rnal Works (Provisional)			
	No. 1			
	er Reticulation (Provisional) ing Data			
	Chabane & Associates			
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	Section No. 3		
	External Works (Provisional)		
	Bill No. 1		
	Sewer Reticulation (Provisional)		
	COLLECTION		
		Page No	Amount
	Total Brought Forward from Page No.	95	
		96	
		97	
	Carried Forward to Summary of Section No. 3	R	
Section N External V	o. 3 Vorks (Provisional)		
Bill No. 1 Sewer Re	ticulation (Provisional)		
Pricing D	ata ne & Associates		
	-98-		

Item No		Quantity	Rate	Amount
SECTION NO. 3				
BILL NO. 2				
WATER RETICULATION (PROVISIONAL)				
PREAMBLES				
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.				
DESCRIPTIONS				
The Tenderer is referred to the previous Section and the previous and successive Bills in this Section for preambles and full descriptions of materials and items described in this Bill, which will apply equally to the work in this Bill unless otherwise described				
WATER PIPEWORK				
HDPe PE 100PN 12.5 pipes including excavation, bedding, backfilling and compaction and disposal of surplus material				
1 32mm Pipes laid in and including trenches not exceeding 1m deep				
2 63mm Pipes laid in and including trenches not exceeding 1m deep	m	60		
3 63mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep	m	53		
Extra over trench and hole excavations in earth for excavation in	m	38		
4 Soft rock				
	m3	8		
Carried to Collection				
Section No. 3 External Works (Provisional) Bill No. 2 Water Reticulation (Provisional)			R	
Pricing Data CV Chabane & Associates				
-99-				

1				1	
5	Hard rock	m3	4		
	Extra over HDPe pipe for fittings				
6	32mm Elbow	No	30		
7	32mm Equal Tee	No	30		
8	32mm to 28mm Reducer	No	20		
9	63mm Elbow	No	20		
10	63mm Equal Tee	No	20		
11	63mm to 32mm Reducer	No	15		
	Galvanised medium steel pressure pipes				
12	28mm Diameter pipes	m	50		
	Extra over galvanised medium steel pressures pipes for steel fittings				
13	28mm Equal Tee	No	30		
14	28mm Elbow	No	30		
	Sundries				
15	63mm Brass gate valve	No	5		
16	63mm Brass non-return valve	No	2		
17	32mm Brass gate valve	No	6		
18	28mm Brass gate valve	No	8		
19	620 x 550mm Meter/Valve box including brick chamber below not exceeding 1m deep internally, medium weight frame and cover, excavation, backfilling, compaction and disposal of surplus material	No	1		
Sect	Carried to Collection		R		
- 1	rnal Works (Provisional)				
Bill N	lo. 2				
	er Reticulation (Provisional) ing Data				
	ng Data Chabane & Associates				
	-				
	-100-				

20	Unreinforced concrete in thrust blocks at bends, tees, etc including necessary extra excavation, formwork, etc	m3	5	
21	Testing water supply pipe system		Item	
WA	TER CONNECTION			
22	Allow for connecting to existing water supplies		Item	
23	Water meter from the Municipality	No	1	
0 -	Carried to Collection		R	
Exte	ion No. 3 rnal Works (Provisional)			
Wat	No. 2 er Reticulation (Provisional) ing Data			
CV	ing Data Chabane & Associates			
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	Section No. 3		
	External Works (Provisional)		
	Bill No. 2		
	Water Reticulation (Provisional)		
	COLLECTION		
		Page	Amount
		No	
	Total Brought Forward from Page No.	99	
		100	
		101	
	Carried Forward to Summary of Section No. 3	R	
Section No			
Bill No. 2	/orks (Provisional)		
vvater Ket	culation (Provisional)		
CV Chaba	nta ne & Associates		
	-102-		
	-102-		

	Section No. 3		
	External Works (Provisional)		
	SECTION SUMMARY - External Works (Provisional)		
Bill No		Page No	Amount
	Sewer Reticulation (Provisional)	98	
2	Water Reticulation (Provisional)	102	
Cootio-	Carried to Final Summary	R	
	l Works (Provisional)		
Pricing CV Cha	Data abane & Associates		
	-103-		

Item No	Quantity	Rate	Amount
SECTION NO. 4			
BILL NO. 1			
PROVISIONAL SUMS ETC			
PREAMBLES			
The contractor is referred to the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill.			
SUPPLEMENTARY PREAMBLES			
Work executed by direct contractors			
Work listed under the heading "DIRECT CONTRACTORS WORK" will commence during the execution of this contract and the contractor shall allow free access to the site for these direct contractors. The contractor shall prepare a programme in conjunction with these work successfully. The direct contractors will be regarded as nominated sub-contractors but payment will not be made to them via the contractor. The estimated values of contractor to determine profit and attendances, if required			
<u>General</u>			
Unless oth erwise described, all prime cost amounts and provisional sums exclude the cash discount of 5% and include for delivery to site of all articles concernedAll prime cost amounts and provisional sums are net and include for delivery to site of all articles concerned			
Carried to Collection	R		
Section No. 4 Provisional Sums Bill No. 1 Provisional Sums Pricing Data CV Chabane & Associates	· · · · ·		
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Pre	<u>eliminaries</u>			
	e contractor is referred to the Preliminaries for further plification of "Prime Cost Amounts and Provisional Sums"			
<u>NC</u>	MINATED/SELECTED SUB-CONTRACT			
Gra	and Stand			
1	Provide an amount of R 3 100 000.00 (Three Million and One Hundred Thousand Rand) for Grand Stand to be used as directed by the Principal Agent or deducted in whole or in part.	Item		3 100 000.00
2	Add for profit upon above, if required.	Item		
3	Attend upon the above, if required.	Item		
<u>Ins</u>	tallation of Flood lights			
4	Provide an amount of R 2 500 000.00 (Two Million and Five Hundred Thousand Rand) for Installation of Flood lights to be used as directed by the Principal Agent or deducted in whole or in part.	Item		2 500 000.00
5	Add for profit upon above, if required.	Item		
6	Attend upon the above, if required.	Item		
<u>Co</u>	nstruction of Athletic Track			
7	Provide an amount of R 4 100 000.00 (Four Million and One Hundred Thousand Rand) for the Construction of Athletic Track to be used as directed by the Principal Agent or deducted in whole or in part.	ltem		4 100 000.00
8	Add for profit upon above, if required.	Item		
9	Attend upon the above, if required	Item		
Ca	rried to Collection		R	
Pro Bill Pro Pri	ction No. 4 ovisional Sums No. 1 ovisional Sums cing Data Chabane & Associates			

1		1 1	
<u>Con</u>	struction of Septic Tank		
9	Provide an amount of R 50 000.00 (Fifty Thousand Rand) for the Construction of Septic Tank to be used as directed by the Principal Agent or deducted in whole or in part.		50,000,00
		Item	50 000.00
10	Add for profit upon above, if required.	Item	
11	Attend upon the above, if required.	Item	
Furr	niture		
12	Provide an amount of R 150 000.00 (One Hundred and Fifty Thousand Rand) for the Furniture to be used as		
	directed by the Principal Agent or deducted in whole or in part.	Item	150 000.00
13	Add for profit upon above, if required.	Item	
14	Attend upon the above, if required.	Item	
Sigr	nage		
15	Provide an amount of R 30 000.00 (Thirty Thousand Rand) for the Construction of Septic Tank to be used as directed by the Principal Agent or deducted in whole or in part.	Item	30 000.00
16	Add for profit upon above, if required.	Item	
17	Attend upon the above, if required.	Item	
Carı	ied to Collection		R
	ion No. 4		
Prov Bill I	risional Sums No. 1		
	risional Sums ing Data		
	Chabane & Associates		
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	,	
Water Connection		
Provide an amount of R 200 000.00 (Two Hundred Thousand Rand) for Water Connection to be used as directed by the Principal Agent or omitted in whole or in part.	Item	200 000.00
19 Add for profit upon above, if required.	Item	
Attend upon the above, if required.	Item	
Community Liaison Officer and PSC Meetings		
Provide an amount of R 48 000.00 (Forty Eight Thousand Rand) for Community Liaison Officer and PSC meetings to be used as directed by the	Item	48 000.00
Principal Agent or omitted in whole or in part.	Item	
Add for profit upon above, if required.	Item	
23 Attend upon the above, if required.	1.5	
Carried to Collection		
Section No. 4		R
Provisional Sums Bill No. 1 Provisional Sums		
Pricing Data CV Chabane & Associates		
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Prov	visional Sums Summary		
24	Construction Of Grand Stand		
25	Installation of Flood Lights		
26	Construction of Athletic Track		
27	Construction of Septic Tank		
28	Furniture		
29	Signage		
30	Water Connection		
31	Community Liaison Officer and PSC meeting		
	Carried to Collection	R	
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SECTION 5

Pricing Data

CV Chabane & Associates

SUMMARY OF SCHEDULE OF QUANTITIES

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1	PRELIMINARIES	Page	30	<u>R</u>
2	BUILDINGS	Page	94	<u>R</u>
3	EXTERNAL WORKS (PROVISIOANL)	Page	103	<u>R</u>
4	PROVISIONAL SUMS	Page	108	<u>R</u>
5	SUB TOTAL A			<u>R</u>
6	ADD 10% CONTIGENCIES			<u>R</u>
7	SUB TOTAL B			<u>R</u>
8	PROVISION FOR VALUE ADDED TAX AT 1	5%		<u>R</u>
10	Total Carried to Form	n of Tender	<u>R</u>	

PART C3: SCOPE OF WORK

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MOGALAKWENA MUNICIPALITY

CONSTRUCTION OF MAPELA SPORTS STADIUM PHAS 2 IN MOGALAKWENA LOCAL MUNICIPALITY

C3 SCOPE OF WORK

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The project will comprise of the upgrading of Mapela Sports Stadium. This project will upgrade and improve the existing facilities of the stadium, in the process empower the community for a sustainable development and upliftment of standards through the provision of better sports stadium facilities for all. Also, provide a non-dust nuisance sports facility for the children and community of this area. The employer's objectives are to deliver public infrastructure using labour intensive methods and in so doing provide work place training opportunities to learners who have a Learnership Agreements with the Construction Education and Training Authority.

1.2 Extent of the works

The project scope will include the following:

- Manufacture and supply fixed steel grand stand with roof to accommodate 500 people
- Construction of an athletics track of 6 x 1.22m wide lanes on a Asphalt with a non-skid all weather surfacing.
- Construction of a new 270 square meter change rooms with separate showers to accommodate males and females, with an additional mini boardroom, reception, guardhouse, public toilets and office
- 4 x 25m high masts with stadialux XP 2000W flood lights including lights for the other courts.
- Design and installation of septic tank and soak away
- Water connection
- Eskom connection

1.3 Location of the works

The project is located approximately 32.6 km West of Mokopane, within the Mogalakwena Local Municipality, see locality plan.

2 Drawings

The following drawings are applicable to the contract:

Key plans:

General Layout

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

Civil engineering drawings

3 Procurement

3.1 Preferential procurement procedures

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

3.2 Scope of mandatory subcontract work

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

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of CIDB Standard subcontract (labour only), SAFCEC General conditions of subcontract (2003 edition) (select appropriate option), with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

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

4 Construction

4.1 Applicable SANS 2001 standards for construction works

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001.....
- 2) SANS 2001.....

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 2001				
Essential	Data:			
Clause	Clause Specification data			
Variations:				
1)				
2)				
Additional clauses:				
1)				

4.2 Applicable national and international standards

- South African Standard code of Practice: SABS 0400-1900;
- SANS 10162-1: 2005 (The Structural Use of Steel);
- Guidelines for Human Settlement Planning and Design;
- TRH4 Structural Design of Interurban and Rural Road Pavements;
- TRH14 Guidelines for Road Construction Materials; and
- Guidelines for Services and Amenities in Developing Communities, as prepared by the Department of Development Aid

4.3 Particular / generic specifications

The relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) shall apply to the contract with the following amendments:

1115 Replace clause with the following:

The general conditions of contract are the General Conditions of Contract for Construction Works (2004) as published by the South African Institution of Civil Engineering read in conjunction with the Contract Data.

- 1202 Replace "Clause 15" with "Clause 12".
- 1206 Replace the first sentence with the following:

The contractor shall comply with all legal provisions in regard to surveying and setting out work.

- 1209(e) Replace "Clause 52" with "Clauses 29 and 49.2".
- 1210 Replace "Clause 54" with "Clause 51".

- 1212(1) Replace "Clause 49" with "Clause 46".
- 1215 Replace "Clause 45" with "Clause 42".
- 1217 Replace "Clause 35" with "Clause 31".
- 1303 Replace "Clauses 49 and 53" with "Clause 50".
- 13.01(3) Replace "Clauses 12 and 45" with "Clauses 1.1.4 and 42".
- 14.03(c) Replace "Clause 40(1)" with "Clause 37".
- 1505 Replace "Clauses 40 and 53" with "Clause 37".
- 3204(b)(iii) Replace "Clauses 40 and 53" with "Clause 37".

4.4 EPWP labour intensive specification

4.4.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 3CE PE/4CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

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

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Construct and Maintain Roads and Stormwater	any one of these 3 unit
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	standards

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

4.4.2 Employment of unskilled and semi-skilled workers in labour-intensive works

4.4.2.1 Requirements for the sourcing and engagement of labour.

- 4.4.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 4.4.2.1.2 The rate of pay set for the EPWP is R 120 per task or per day.
- 4...2.1.3 Tasks established by the contractor must be such that:
- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 4...2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4...2.1.3.
- 4...2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income
- 4....2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- a) 60 % women;

- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

4.2.2 Specific provisions pertaining to SANS 1914-5

4.2.2.1 Definitions

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

4....2.2.2 Contract participation goals

- 4..2.2.2.1There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- 4..2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

4...2.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

4...2.2.2.4 Variations to SANS 1914-5

4...2.2.2.4.1The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

4...2.2.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

4...2.2.2.5 Training of targeted labour

- 4...2.2.5.1The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 4...2.2.2.5.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- 4...2.2.2.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works—Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

- 4...2.2.2.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- 4...2.2.2.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- 4...2.2.2.5.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4...2.2.2.5.4 above.
- 4...2.2.2.5.5 Proof of compliance with the requirements of 4...2.2.2.5.2 to 4...2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

4... Certification by recognized bodies

(Compiler to state, if applicable, which institutions may certify items for inclusion in the works and building systems, e.g. Agrément Board of South Africa.)

4... Plant and materials provided by the employer

None

4... Services and facilities provided by the employer

(Compiler to state the facilities and the services which are to be provided by the employer subject to the contractor accepting that the employer is unable to guarantee they will be available at all times and always in the form or location stated:

- water: location, quality, approximate pressure, source, etc.;
- electricity: location, phase, source, etc.;
- telecommunication services: location of lines etc.;
- ablution facilities: nature and location;
- accommodation: nature and location;
- medical / first-aid facilities: nature and location;
- fire protection services: nature and location; and
- other: describe as appropriate.

Compiler to state requirements, as necessary, for the contractor to

hook up to, and distribute, water, electricity and telecommunication services,

provide stand-by or back up for each service or facility the employer may provide, in the event of its interruption or failure,

- clear up and make good when the service or facility is no longer required, leave the employer's facilities in the condition they were before the contractor first made use of them, fair wear and tear excepted, and
- continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.)

4... Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

5 Management

5.... Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921.....
- 2) SANS 1921.....

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works			
Clause	Specification data		
Essentia	I data		
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible		
4.2.1	The responsibility strategy assigned to the contractor for the works is A.		
4.2.2	The Civil engineer is C.V. CHABANE		
4.3.1	The planning, programme and method statements are to comply with the following:		
	1)		
	2)		
	3)		
	State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, etc., if not provided in the contract data. Provide particulars of phased completion, programme constraints, milestone dates for completion, etc., as necessary.		
	State requirements for sequencing, as required.		
	State any requirements for software for programmes.		
4.3.3	The notice period for inspection is prior and during the construction days		
4.7.3	The overbreak allowances for blasting are provided for in the scope of work.		
	(Compiler to include the above if appropriate or specify the overbreak allowances if not provided elsewhere)		
4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work.		
	(Compiler to state requirements if not covered elsewhere in the scope of work)		

4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are:
	1) None
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are:
	1)
	2)
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:
	1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.
	2)
4.14.5	The Contractor is required to provide latrine and ablution facilities.
	(Compiler to include if a requirement)
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:
	1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high.
	2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are:
	1)
	2)
4.17.3	Services which are known to exist on the site are:
	1)
	2)
4.17.4	The requirements for detection apparatus are:
	1)
	2)
4.18	The following standards and specifications shall be in addition to the provisions of 4.18:
	1)

2)

Variations 1.... 2..... (Compiler to state variations as required)

Additional clauses

1 Site meetings and procedures

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

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

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) water : A/B/C (Compiler to delete that which is not applicable)

b) electricity: A/B/C (Compiler to delete that which is not applicable)

	Option			
Service	A	В	С	
	Contractor responsibility	Employer responsibility		
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.	
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with	

	authority / ESKOM for the	electricity free of charge	all electricity consumed.	
	works at his own cost.	for construction purposes		
		only.		

(Compiler to state requirements for all other temporary facilities necessary for providing the works which are not provided by the employer, including power, water, telecommunications, security services, medical services, fire protection, sanitation and toilets, and waste disposal. The compiler should also give consideration to the following:

- Specific requirements for quality assurance systems, if necessary, should be stated. (4.4)
- Requirements for specific method statements as to how the contractor is going to set out complex works
 might have to be requested, e.g. at traffic interchanges, or in respect of structures requiring exacting
 dimensions, e.g. athletics tracks. (4.5)
- Specific requirements to restrict the risk of damage to property due to blasting should, as necessary, be stated. (Refer to Code of practice: Lateral Support in Surface Excavations; SAICE Geotechnical Division, 1989).
- Where blasting to specified profiles is required, the overbreak allowance should be specified. (4.7)
- The requirements of authorities responsible for such services and structures should be stated. (4.8)
- State minimum requirements for construction equipment. (4.13_
- State facilities which the contractor is to provide, and positions for the establishment of site facilities acceptable to the employer should be described. (4.14.1)
- Specific requirements for temporary works should be stated. (4.16)

a proper hand hold on them.

	SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.			
Clause	Specification Data			
Essent	al Data:			
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.			
Additio	nal clauses:			
1	Stone pitching and rubble concrete masonry			
	All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.			
	Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.			
	Grout shall be mixed and placed by hand.			
2	Manufactured Elements			
	Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams			

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.

shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire

4.2.1(a) A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel: 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

Additional clauses

The duration of each workshop is not to be less than 2 ½ hours.

5.... Particular / generic specifications

The management of the site shall be in accordance with the provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition), obtainable from the South African Institution of Civil Engineering.

5... Recording of weather

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

5... Unauthorised persons

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

5.... Management meetings

(Compiler to provide particulars of times, days, location, attendance requirements, etc. as required and state requirements for representatives with the necessary delegated authority in respect of aspects such as planning, change management, and health and safety.)

5.... Forms for contract administration

(Compiler to state requirements, if any, for use of standard forms for contract administration purposes and include examples of such forms after the last clause / sub clause in the scope of work. Also state if forms are available in electronic format.)

5.... Electronic payments

(Compiler to state details required / procedures to obtain electronic payments, as relevant)

5... Daily records

(Compiler to state requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.)

5.... Payment certificates

(Compiler to state requirements for substantiation of claims in payment certificates to expedite verification and certification by employer.)

5... Permits

(Compiler to state requirements for contractor's staff to have security / entrance permits and the like.)

5... Proof of compliance with the law

(Compiler to state specific documents / methods by which compliance with any legislation is to be verified, as necessary.)

5... Annexes

(Compiler to attach data sheets, drawings, completed returnable schedules, particular specifications (including all Departmental Health and Safety Specifications, drawings, sketches and the like, which are referred to in this document

MOGALAKWENA MUNICIPALITY

CONSTRUCTION OF MAPELA SPORTS STADIUM PHAS 2IN MOGALAKWENA **LOCAL MUNICIPALITY**

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C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1	Project Description
PS-2	Description of the Site and Access
PS-3	Details of the Works
PS-4	Construction Management Requirements

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1 Project Specifications Relating to the Standard Specifications and Other Additional Specifications

Section 1: Preliminaries

Section 2: Buildings

- 1. Earthworks (Provisional)
- 2. Concrete, Formwork and Reinforcement
- 3. Masonry
- 4. Waterproofing
- 5. Roof Coverings, etc
- **6.** Carpentry and Joinery
- 7. Ceilings, Partitions and Access Flooring8. Ironmongery9. Metalwork

- 10. Plastering
- **11.** Tiling
- 12. Plumbing and Drainage (Provisional)
- 13. Glazing
- 14. Paintwork

Section 3: External Works

Section 4: Provisional Sums

- 1. Construction Of Grand Stand
 - 2. Installation of Flood Lights
 - 3. Construction of Athletic Track

- 4. Construction of Septic Tank
- 5. Furniture
- 6. Signage
- 7. Water Connection
- 8. Community Liaison Officer and PSC meeting

C3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT PLAN

- C1 General
- C2. Training and Induction of Employees
- C3. Complaints Register and Environmental Incident Book
- C4. Site Cleanliness and Neatness
- C5. Access
- 6. Borrow Pits
- 7. Dust Control / Air Quality
- 8. Fauna
- 9. Fire Prevention and Control
- 10 Grave Sites
- 11. Materials Handling and Spills Management
- 12. Noise
- 13. Pollution Control
- 14. Rivers and Streams
- 15. Safety
- 16. Soil Management
- 17. Worker Conduct
- 18. Traffic Disturbances and Diversions
- 19. Vegetation
- 20. Waste Management

PART D: DAYWORKS

1.	■ Scope
2.	Type of Work
3.	Materials
4.	Construction Plant Hire
5.	Salaries and Wages of Workmen
6.	Measurement and Payment
PART E	: PRECONSTRUCTION HEALTH AND SAFETY SPECIFICATION
1.	Introduction and Background
2.	Preconstruction Health and Safety specification
2.1	Scope
2.2	Interpretations
2.3	Minimum Administrative requirements
2.4	Health and Safety Induction, Training and Equipment
2.5	Preliminary Hazard Identification and Risk Assessment
2.6	Permits
2.7	Incentives and Penalties
2.8	Specific Project Requirements
3.	Financial Provision for Health and Safety

Guidelines for the preparation of a Typical H&S Plan

4.

MOGALAKWENA MUNICIPALITY

IN MOGALAKWENA LOCAL MUNICIPALITY

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

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 Potchefstroom.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using

Targeted Procurement Procedures

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

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

Part 1: General Engineering and Construction Works and where

accommodation of traffic is involved:

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

and

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

Contractor.

MOGALAKWENA MUNICIPALITY

CONSTRUCTION OF MAPELA SPORTS STADIUM IN MOGALAKWENA LOCAL MUNICIPALITY

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 Engineer 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 description is a broad outline of the Contract Works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. [For Compiler information purposes only]

This contract covers the supply of all material, labour, plant and equipment for the construction of Change rooms, grandstand and flood lights in Mapela Village within the Mogalakwena Local Municipality.

Included in this contract are, inter alia, the following:

- (a) Site Clearance: General clearance of the area of the Works.
- (b) Earthworks: earthworks cut to fill; cut to spoil; fill using imported suitable material.
- (c) Roadworks: construction of an access road, with an asphalt surfacing on a 150mm C4 stabilised base layer, 150mm G7 gravel material and a 150mm G5 selected gravel sub-base layer with the associated storm water drainage.
- (d) Such other works as may be deemed necessary by the Engineer for the completion of the project.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The project is located as shown on the locality plan bound into this document in Section C.4.1 of the Site Information page C.41

The site shall not only include the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract.

Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

2.2 Access to site

Access to the site can be obtained from R513 road towards Bakenberg.

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the road reserve will be permitted on the contract.

The contractor shall take cognisance of the aforementioned items concerning roads and tracks and allow for any costs in his tender under the relevant section in the Bill of Quantities.

PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

3.1 Roadworks

(a) The design pavement structure is summarised in the following table:-

Layer	Thickness (mm)	TRH 14 Code	Description	Mod- AASHTO Compaction (%)
Surfacing	60		Interlocking Paving Blocks	100
Base	150		Stabilised C4 layer	97
Sub base	150		Imported G5 selected material	95
Selected Layer	150		In-situ G7 selected material Rip and re-compact in-situ material	93

(b) Material sources and quantities

The principal materials sources and approximate quantities are summarized in the following table:

Description	Source	Approximate Quantity	
Continuously graded asphalt	Commercial Source	•	3,900
Base	Borrow Pit	•	3510
Sub-base	Borrow Pit	•	3510
Selected Layer	In-Situ	•	3585

3.2.1 Structures

Not Applicable

3.3 Ancillary works

The earthworks, layer works, surfacing and ancillary works and cross drainage is to be done by the main contractor:

Accommodation of traffic

Excavation of drains

Concrete pipe culverts

The Contractor shall make all reasonable provision in the construction programme and its implementation to accommodate the Employer's Development and / or Emerging Contractors.

3.4 Traffic

No physical traffic counts were done to substantiate the pavement design classification but were determined in terms of the geometric layout of the roads concerned.

3.5 Nature of ground conditions and subsoil conditions

A report containing the findings of the geotechnical investigation is contained in Section C4.3

In general the materials comprise of granite and dolerite.

3.6 Climatic conditions

The road is in a high summer rainfall region with a 30-year average annual precipitation of about 750 mm.

3.7 Labour recruitment conditions

A PSC has already been established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC. The PSC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakhosi in the area.

3.8 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

3.8 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

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PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 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.

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

The requirements for drawings, information and calculations for which the Contractor is responsible are: None.

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

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

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the completion certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer 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. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.2 Responsibilities for design and construction

Civil Engineer

The civil engineer responsible for the design in accordance with the specification is: Mr C.V. Chabane of CV. Chabane and Associates

4.3 Planning and Programme (Read with SANS1921-1:2004 clause 4.3)

Preliminary programme

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.

Tenderers may submit tenders for an alternative Time for Completion <u>in addition</u> to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

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.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract period is 8 months. Plant and personnel requirements to complete the project in 6 months must be incorporated in the Tender.
- b) A high standard of traffic accommodation
- c) The relocation of services (if required)
- d) Ancillary works by Emerging Contractors

Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract 2015, 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 5.6.1 of the General Conditions of Contract 2015.

4.4 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 Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer 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. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.6 Management and disposal of water (Read with SANS 1921 - 1 : 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.10 Earthworks (Read with SANS 1921 - 1 : 2004 clause 4.10)

Borrow pits and spoil areas

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer, the PLC, and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

4.11 Testing (Read with SANS 1921 – 1 : 2004 clause 4.11)

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

4.14 Site Establishment (*Read with SANS 1921 - 1 : 2004 clause 4.14*)

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer, the local Tribal Authorities and the Project Liaison Committee (PLC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

4.15 Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.17 Existing Services (Read with SANS 1921 - 1 : 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners are indicated on the drawings:

Service owner	Type of service

A provisional amount is included in the bill of quantities for the protection of services.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.18 Health and Safety (*Read with SANS 1921 - 1: 2004 clause 4.18*)

4.18.1 General statement

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 C1.2.4

Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

[Note to compiler: The Employer's Safety Specification is available and must be included]

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*)

- monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

Cost of compliance with the OHSA Construction Regulations

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.

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.

4.18.2 Requirements for Accommodation of Traffic (Read with SANS 1921 - 2 : 2004)

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

4.19 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

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer 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 Engineer.

(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 according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

PART B: AMENDMENTS TO THE STANDARD AND PARTICAULAR SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the standard, standardised and particular 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 this part of the project specifications. It also contains the necessary additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PART C ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART D DAYWORKS

PART E OHSA 1993 SAFETY SPECIFICATION

PART F JOINT VENTURE AGREEMENT SPECIFICATION

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 GENERAL

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 TRAINING AND INDUCTION OF EMPLOYEES

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

C.3 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 SITE CLEANLINESS AND NEATNESS

 Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.

- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 ACCESS

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 BORROW PITS

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 DUST CONTROL / AIR QUALITY

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 FAUNA

 Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 FIRE PREVENTION AND CONTROL

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

C.10 GRAVE SITES

 Gravesites in close proximity to the road must not be disturbed during construction.

C.11 MATERIALS HANDLING AND SPILLS MANAGEMENT

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 NOISE

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 POLLUTION CONTROL

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 RIVERS AND STREAMS

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 SAFETY

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 SOIL MANAGEMENT

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

C.17 WORKER CONDUCT

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 TRAFFIC DISTURBANCES AND DIVERSIONS

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.

Traffic diversion routes must be rehabilitated after use.

C.19 VEGETATION

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 WASTE MANAGEMENT

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

PART D: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

D. 1 SCOPE

According to clause 6.5.1 of the general conditions of contract for construction works (GCC) 2015 edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.5 of the General Conditions of Contract 2015 edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Schedule D for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 6.5.4 of the General Conditions of Contract 2015 edition.

D. 4 CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.3 of the General Conditions of Contract 2015 edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

D. 5 SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Schedule D. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of

the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clause 6.5.4 of the General Condition of Contract 2015 edition with regard to the submission of Dayworks claims.

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. 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:

Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)

Working above a continuously flowing river and in an flood plain environment subject to flooding

Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds

Steep and restricted access to the lower flood plain below the bridge

Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead

Deep excavations in soils requiring shoring or reducing of slopes

Blasting of hard rock or demolition of concrete

High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline of fittings failing

Potentially harmful gasses when tying into the existing sewer mains

Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services

Exposure to possible injuries due to mishandling or failure of power and hand tools

Falling debris, tools and materials from bridge

Non-conformance to specifications with regards to fasteners and materials

Risks related to general safety and security on site

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

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.

"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.

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

TENDERS

The Contractor shall submit the following with his tender:

(a) 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;

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; a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

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.

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: the demolition of

structures and dismantling of fixed plant of height of 3,0m or more; the use of explosives; construction work that will exceed 30 days or 300 person-days; excavation work deeper than 1,0m; or 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 under Section 9 (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, Engineer, employees and persons on site.

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, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

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.

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.

APPOINTMENT OF SAFETY PERSONNEL

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.

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.

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.

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.

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.

Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;

Fall protection as described in Regulation 8;

Formwork and support work as described in Regulation 10;

Excavation work as described in Regulation 11;

Demolition work as described in Regulation 12;

Scaffolding work as described in Regulation 14;

Suspended platform operations as described in Regulation 15;

Material hoists as described in Regulation 17;

Batch plant operations as described in Regulation 18;

Explosive powered tools as described in Regulation 19;

Cranes as described in Regulation 20;

Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);

Control of all temporary electrical installation on the construction site as described in Regulation 22;

Stacking and storage on construction sites as described in Regulation 26; and 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.

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 Engineer, 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.

A copy of the OHSA 1993 Construction Regulations 2003;

A copy of this Health and Safety Specification;

A copy of the Contractor's Health and Safety Plan (Regulation 4);

A copy of the Notification of Construction Work (Regulation 3);

A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));

A copy of the risk assessment described in Regulation 7;

A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;

Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;

Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));

A copy of the certificate of the system design for suspended platforms (Regulation 15(3));

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));

Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));

A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));

A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));

A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

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.

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 Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

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.

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.

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.

Fall protection (Regulation 8)

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

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.

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.

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)

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.

Tunnelling (Regulation 13)

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

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

Engineer 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 are done in accordance with Regulation 15 of the Construction Regulations.

Boatswain's chains (Regulation 16)

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

Material Hoists (Regulation 17)

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

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.

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.

Cranes (Regulation 20)

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

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.

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.

Use of temporary storage of flammable liquids on construction sites (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.

Water environments (Regulation 24)

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

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.

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.

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.

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.

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.

E2. MEASUREMENT AND PAYMENT

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.

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.

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.

PART F: JOINT VENTURE AGREEMENT SPECIFICATION

1. CONDITION OF JOINT VENTURE AGREEMENT

It shall be a condition of this Tender that tenders shall be accepted only from Tenderers comprising a Joint Venture between an Established Contractor and an Emerging Contractor registered on the Mogalakwena Municipality, and that the value of work to be undertaken in terms of the Joint Venture by such an emerging contractor shall be not less than 20% of the Tender Sum including for contingencies, contract price adjustment and VAT.

2. DEFINITIONS AND INTERPRETATIONS

The following words and expressions shall have the meanings indicated, except where the context otherwise requires.

Defined terms and words are, in general, signified in the text by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

Unless the context clearly indicate a contrary intention, words importing the singular number shall include the plural and vice versa, and words importing any gender shall include the other genders, and words importing persons shall include corporate bodies and vice versa.

The following expressions shall have the meanings against each and cognate expressions shall bear corresponding meanings

Agreement

means the agreement between the Members of the Joint Venture and includes any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

Management Committee

means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions of the agreement.

Established Contractor

An established contractor shall mean a legally registered company that conducts its business as a contractor in the civil engineering construction sector and operated for more than 3 years in the specialist field of road layer works construction. It is a prerequisite that the established contractor be registered with the Construction Industry Development Board (CIDB) as a minimum designated 3CE PE/4CE graded contractor.

Emerging Contractor

An emerging contractor shall mean a legally registered company that conducts its business as a contractor in the civil engineering construction sector and which is registered on the database of the Mogalakwena Municipality.

Open joint venture

Open joint venture shall mean the association between an established contractor and one or more emerging contractors under a joint venture agreement that clearly establishes the shareholding of each member of the joint venture. Equity shareholding is deemed to be the split in financial earnings derived from certified works completed on this project. The joint venture agreement shall clearly set out the areas of work each member is expected to undertake and the income generated from that work. In the event of a necessary change to the agreed order of work then adjustments shall be made to the schedule of work for each member so that the original shareholding remains in place.

It is a minimum requirement that the work be split on an 80%/20% basis between the established contractor and the Emerging Contractors.

3. DUTIES OF THE ESTABLISHED CONTRACTOR

The duties of the established contractor shall be to:

Provide mentorship and tutorship to his joint venture partner(s).

Provide administrative support if needed.

Supply any resources to complete the contract that his joint venture partner cannot provide cost effectively.

Secure the required Performance Surety in the name of the joint venture.

Secure adequate insurance cover for the cost of the works and public liability.

Only the duty to mentor and tutor is intended to be a constant duty. The others are intended to be shared responsibilities for which the established contractor shall assume control only in the event of his joint venture partner's failure to meet its commitments. The joint venture agreement shall clearly set out each member's contribution towards the outcomes of the listed duties.

JOINT VENTURE AGREEMENT

Conditions of Pre-Contract Agreement

Each Tender for this contract shall be accompanied by a Pre-Contract Agreement which must be signed by all participants. Such an Agreement shall comprise of a comprehensive statement and MUST contain at least the following information:-

The establishment of the Joint Venture

The name and address of the Joint Venture

The names and addresses of the companies forming the Joint Venture

The object of the Joint Venture

The extent to which each Joint Venture party participated in the preparation of the Tender

The proportion of profits and losses to be borne by each party to the Joint Venture

The duration of the Agreement

The manner in which the costs of preparation of the Tender were shared between the Joint Venture parties.

The proposed management structure for the Joint Venture

The participation of each party in arranging finance and resources both human and plant for the

Joint Venture

The participation of each party in the provision of guarantees for the Joint Venture

The governing law for the Joint Venture

The Joint Venture Leader

A comprehensive listing and estimate of the work proposed to be undertaken by the Emerging Contractors Joint Venture participant

Any other information considered pertinent to the formation of the Joint Venture

A detailed plan indicating the proposed strategy the Established Contractor will undertake in providing the transfer of business, technical, financial and other skills to the joint venture partner.

4.2 Formalization of the Joint Venture

On the award of the tender, the Joint Venture Agreement is to be formalised before commencement of the works.

4.3 Nomination of Alternative Joint Venture Partner

If for some reason, the Emerging Contractor Joint Venture partner of the lowest acceptable joint venture wishes to withdraw from the joint venture agreement prior to award, the Established Contractor will be allowed the opportunity to nominate any other willing, registered Emerging Contractor from Mogalakwena local Municipality database, to fulfil the joint venture agreement. The nominated Emerging contractor will however be required to fulfil the joint venture agreement at the original tendered rates.

Management fee

The management fee charge by the lead partner to the joint venture shall not exceed 3% of the total contract revenue exclusive of value added tax. The management fee shall be deemed to be inclusive of all head office support and administration, audited management accounts and tender costs for the contract.

Contract Management

The management of the Contract and the proper performance of the works shall be the responsibility of a management committee comprising of a minimum of one nominee from each party. The nominee of the joint venture leader shall chair the management committee and monthly meetings shall record and review among other issues the progress of the project and the monthly management accounts.

Remuneration of Costs

The joint venture will reimburse each party for the provision of supervision, plant and equipment at the predetermined and agreed rates on a monthly basis. Plant and equipment owned by the joint venture partners shall have preference and the conditions of hire shall be predetermined prior to commencement of the contract. The payment of all other itemised costs such as diesel, materials, subcontractors and any externally hired plant will be made through the joint venture account and shall not form part of the determination of the split of the profits made by the contract.

Joint Venture Parties Responsibilities

Each party shall be responsible for compliance with the relevant legislation regarding compensation for occupation, injuries and diseases and for unemployment insurance in respect of its employees used in connection with the contract. Employer's common law liability

insurance, motor vehicle liability insurance, contractor's equipment insurance, and such other insurances as is envisaged by the Contract in respect of all labour, motor vehicles, plant, equipment and materials supplied by it in connection with the execution of the Works.

Each party will provide the contract with the personnel and equipment / plant required to execute the works timeously and efficiently that they have available or would like to provide subject to agreement between the parties.

The leader of the joint venture shall provide any and all performance bonds and guarantees, insurance requirements or performance obligations relating to the project at the cost of the joint venture.

The joint venture leader nominee shall be responsible and vested with the power to make decisions and bind the Joint Venture insofar as the Employer and other parties are concerned in relation to the Contract and the Works.

The management committee shall first consult with each other and agree on any intended actions to be taken by either party that may have an impact on the performance of the contract.

Financial Administration

The joint venture shall maintain a banking account in the name of the Joint Venture and all revenue from the contract shall be deposited into the JV account. All cheques and other instruments drawn on that account shall be signed by a nominee from each party.

5. ADJUDICATION OF TENDERS

- (a) Tenders which do not meet the Joint Venture participation requirements stipulated above may not be considered for adjudication.
- (b) Tenders which do meet the Joint Venture participation requirements stipulated above shall be adjudicated in accordance with the provisions of the Tender Documents.
- (c) It is a condition that valid Tax Clearance Certificates and CIDB Contractor Registration Numbers of all the JV parties must be submitted with the tender.

PART C4: SITE INFORMATION

<u>C4.1</u>	SITE INFORMATION	E.91
<u>C4.2</u>	DESCRIPTION OF PROJECT	E.91
<u>C4.3</u>	LOCALITY PLAN	E.92
C4.4	CONTRACT DRAWINGS	E.35

SITE INFORMATION

The project is located at Mapela Village, situated about 32.6 kilometres South West of Mokopane, see locality plan.

DESCRIPTION OF PROJECT

The roads to be upgraded are located within Mapela village. The roads form part of a taxi route that will service the community residing within the above village. Currently these roads are in poor condition and therefore need to be upgraded to improve the public transport road network.

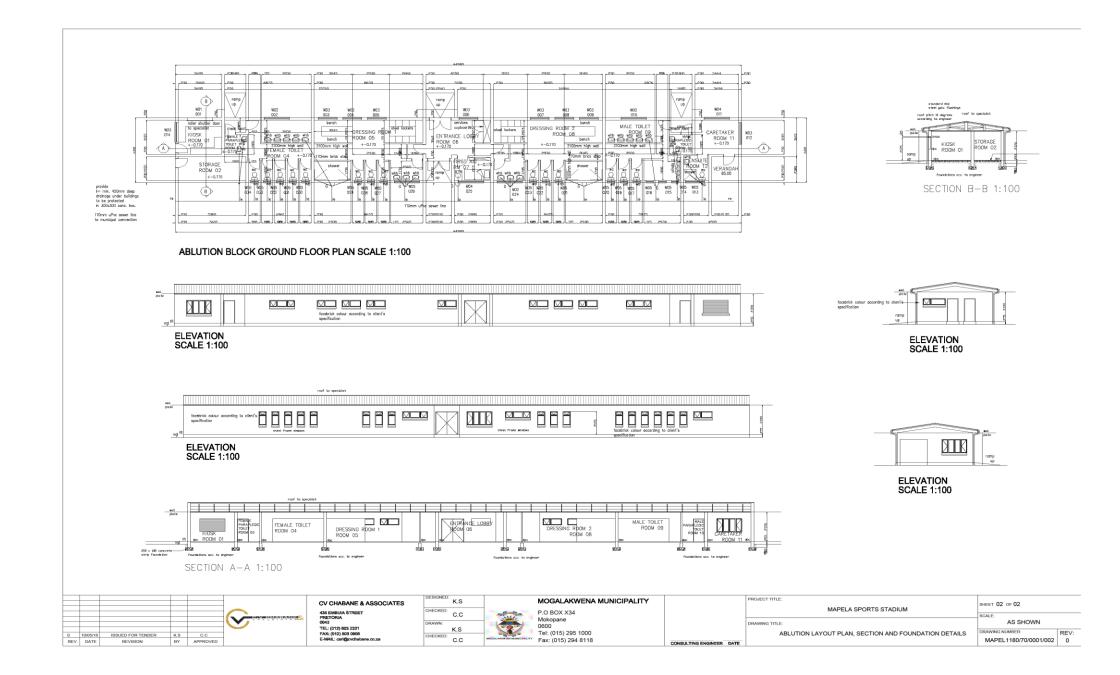
The project scope will include the following:

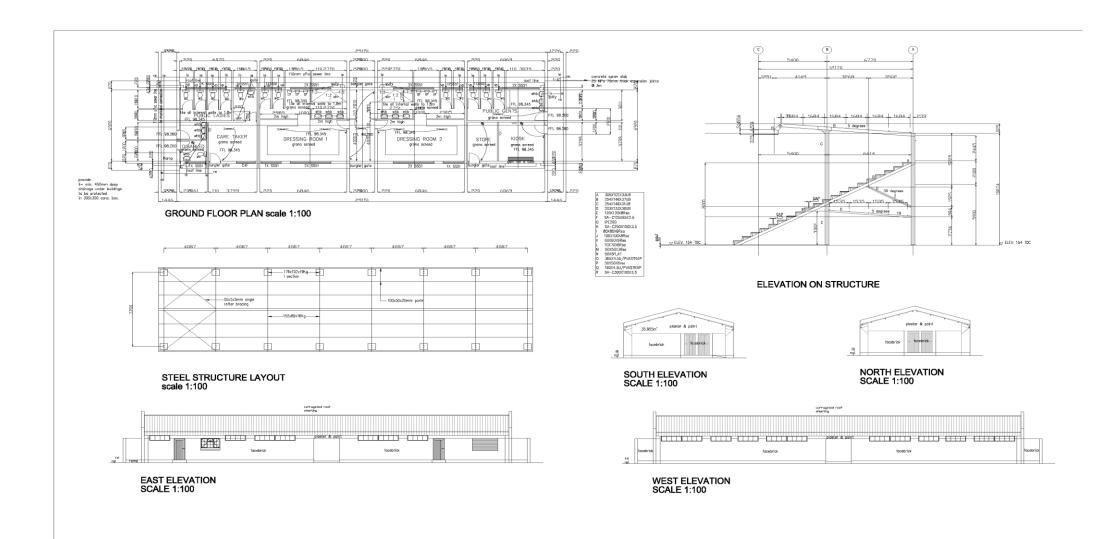
- Manufacture and supply fixed steel grand stand with roof to accommodate 500 people
- Construction of an athletics track of 6 x 1.22m wide lanes on a Asphalt with a non-skid all weather surfacing.
- Construction of a new 270 square meter change rooms with separate showers to accommodate males and females, with an additional mini boardroom, reception, guardhouse, public toilets and office
- 4 x 25m high masts with stadialux XP 2000W flood lights including lights for the other courts.
- Design and installation of septic tank and soak away
- Water connection
- Eskom connection

LOCALITY PLAN

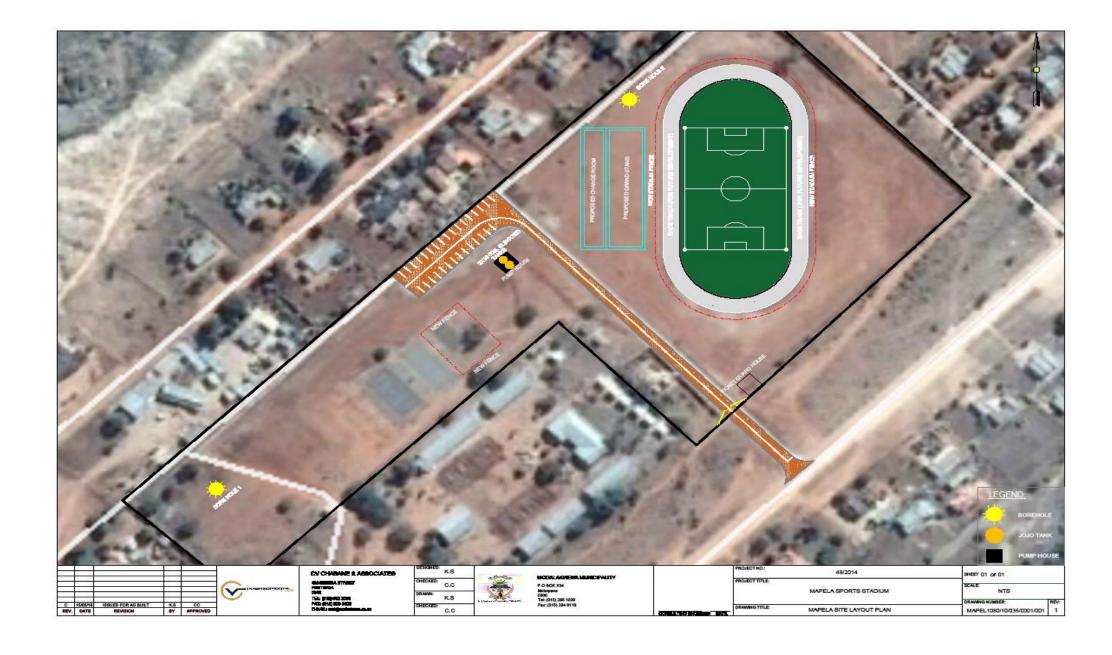


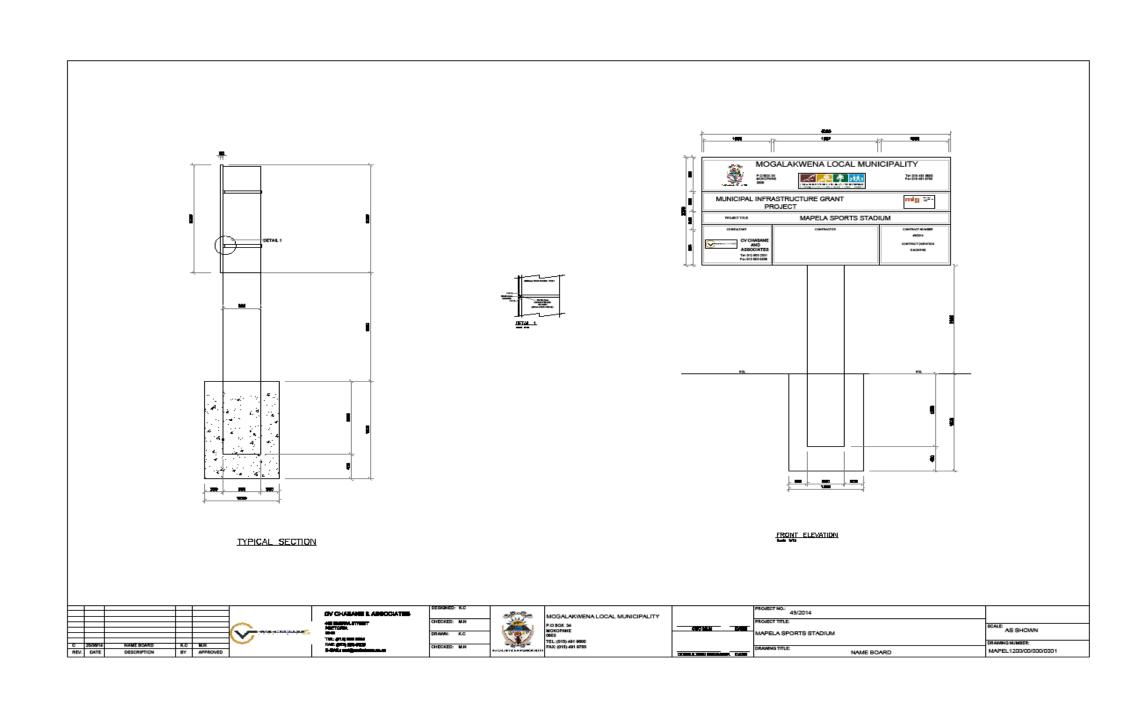
CONTRACT DRAWINGS

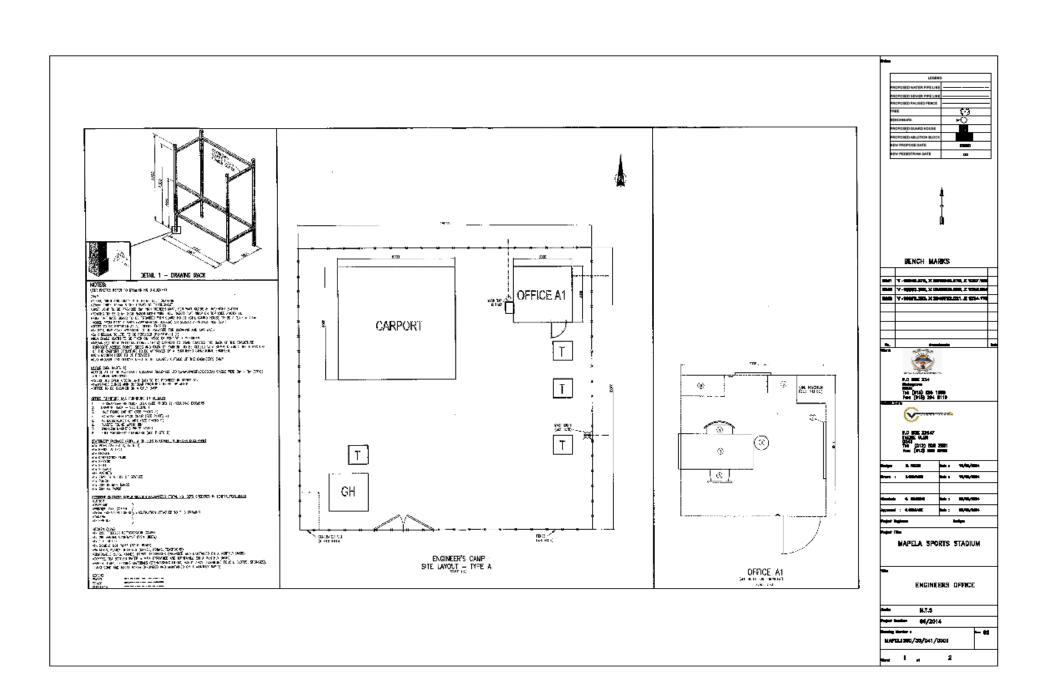


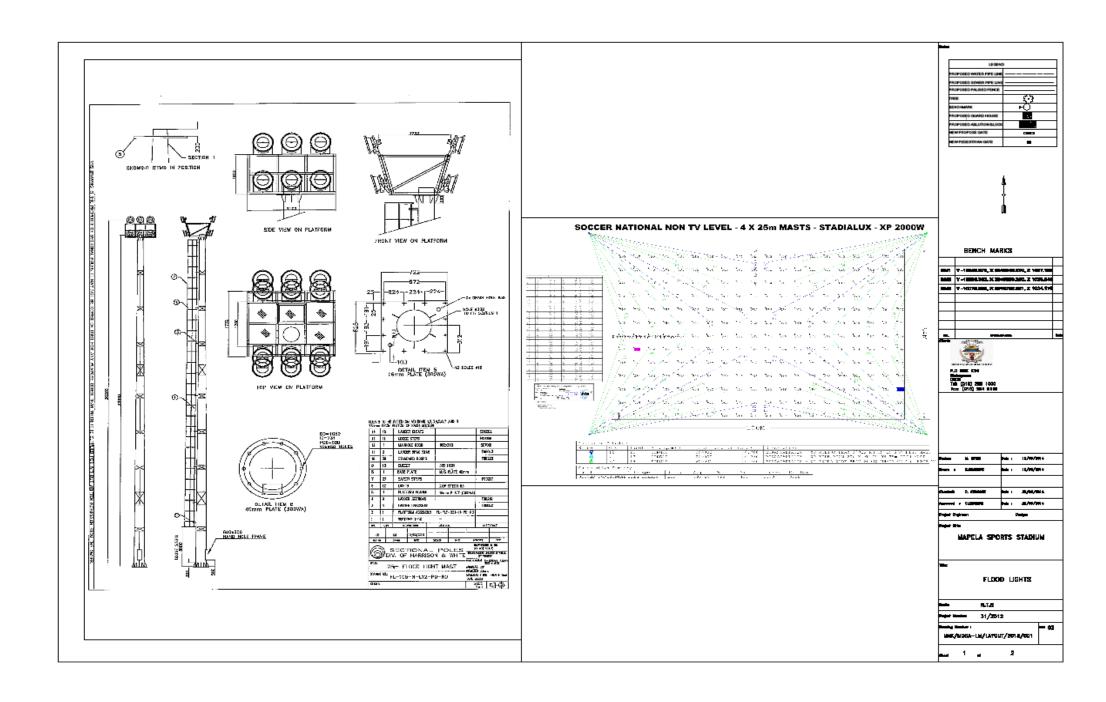


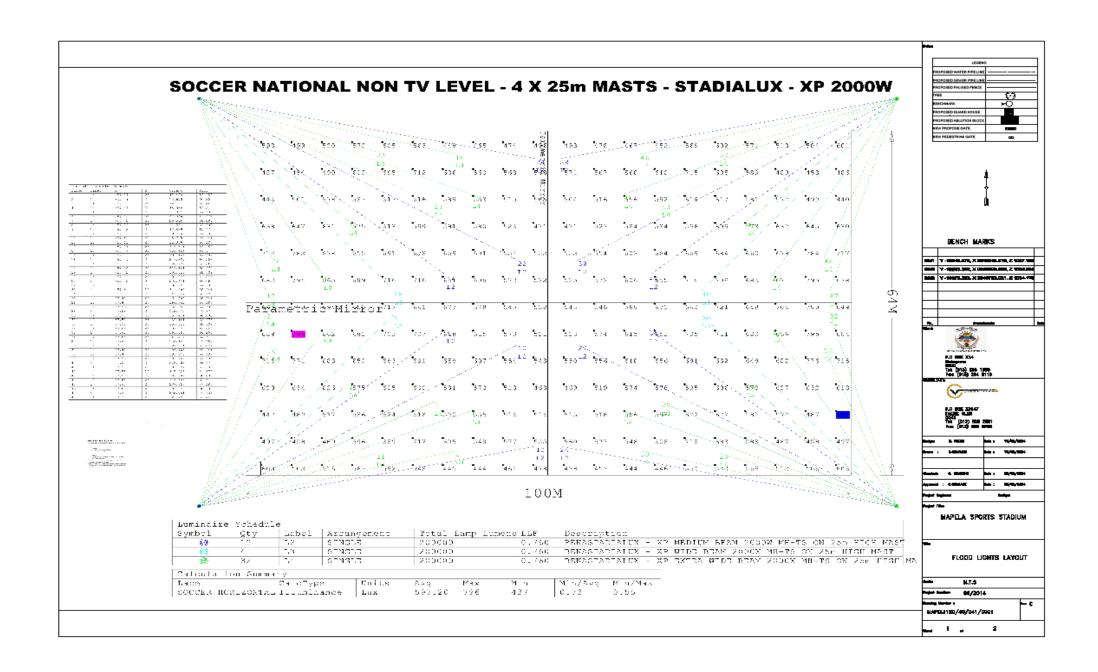
					CV CHABANE & ASSOCIATES	K.S		MOGALAKWENA MUNICIPALITY		PROJECT TILE.	SHEET 01 OF 02	
					435 EMBUIA STREET PRETORIA	C.C	- Committee	P.O BOX X34		MAPELA SPORTS STADIUM	SCALE:	
					0043	DRAWN:		Mokopane 0600		DRAWING TITLE:	AS SHOWN	
0	10/05/18	ISSUED FOR TENDER	K.S	C.C	TEL: (012) 803 2331 FAX: (012) 803 0908	K.S CHECKED:		Tel: (015) 295 1000		CHANGE ROOM LAYOUT PLAN, ELEVATIONS, SECTIONS,	DRAWING NUMBER:	REV:
REV.	DATE	REVISION	BY	APPROVED	E-MAIL: carl@cvchabane.co.za	C.C	MOGALAKWENA MUNICIPALITY	Fax: (015) 294 8118	CONSULTING ENGINEER DATE	GRAND STAND LAYOUT AND SECTION	MAPEL1180/70/0001/003	0

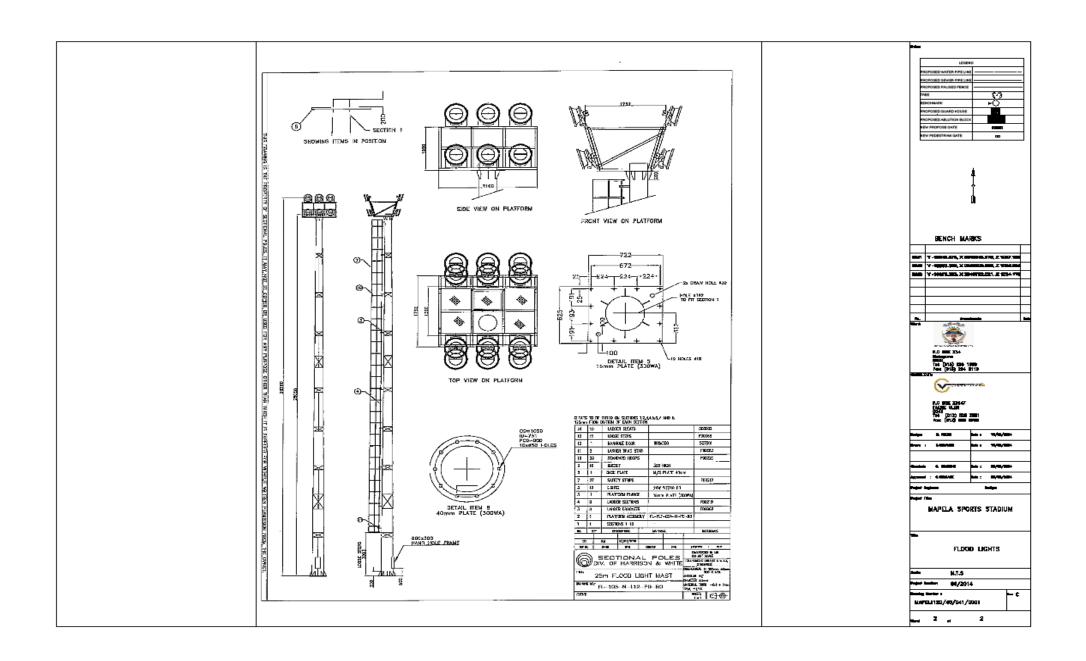


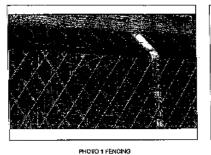












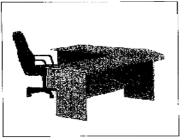


PHOTO 2 DESK

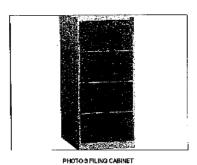




PHOTO 4 ROTATING HIGH BACK CHAIR



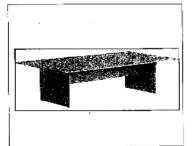
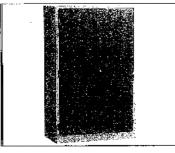


PHOTO 7 BOARDROOM TABLE



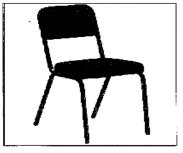


PHOTO 6 STATIONARY CUPBOARD PHOTO 5 RICKSTACKER CHAIR

BENCH MARKS ---MAPELA SPORTS STADIUM FURNITURE N.T.S 64/2014 MATERIA (20)/041/0002 - 2 .