

## OPEN REQUEST FOR QUOTATION PROCESS

NAME OF SERVICE PROVIDER: \_\_\_\_\_

### REQUEST FOR QUOTATIONS FOR GOODS AND SERVICES AT JPC

**N.B. THIS REQUEST FOR QUOTATIONS (RFQ) IS ONLY ISSUED TO CONTRACTORS APPROVED FOR INCLUSION IN THE JPC PANEL OF CONTRACTORS (POP 03/ 2021) UNDER THE FOLLOWING CATEGORY:**

**Contractors with CIDB Grade 3 GB ONLY (As per the appointment letter for inclusion in the JPC Panel of Sub-Contractors (POP 03/2021))**

JPC requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete submissions will invalidate the quotation submitted.

DATE OF ISSUE	07 June 2022
CLOSING DATE	14 June 2022
CLOSING TIME	10:30AM
RFQ NUMBER	RFQ 336/2022
PANEL NUMBER	POP 03/2021
DESCRIPTION OF GOODS/SERVICES	The Property Portfolio Management Unit hereby requests proposals from Sub-Contractors approved for inclusion in the JPC Panel of Contractors (POP 03/ 2021) under the following category: <b>CIDB Grade 3 GB to quote on the Specifications attached</b> for Concrete Bins, Blinds and floor coverings <b>Block C, Informal Trading Metro Mall</b> on behalf of the City of Joburg Property Company SOC Ltd (JPC).
PRE-QUALIFICATION CRITERIA	N/A
DIS-QUALIFICATION CRITERIA	<ul style="list-style-type: none"> <li>• Non-attendance to compulsory briefing session</li> <li>• Not on panel POP 03/2021</li> </ul>

## COMPLIANCE REQUIREMENTS

- Valid Tax Compliant Verification PIN number issued by SARS.
- Close Corporation- current copy of CK1 and/or CK2C
- Entity BBBEE Certificate Or Certified sworn affidavit – B-BBEE Exempted Micro Enterprise
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the individual / Proof that acknowledgements / arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted.
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted
- Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Valid lease agreement Affidavit stating why an up to date municipal account cannot be submitted
- If the director does not own any property at least lease agreement or certified affidavit need to be provided
- In the event the bidder is tendering as a Joint Venture/Consortium, all members of the JV/Consortium must submit all required documentation and a JV / Consortium agreement
- Central Supplier Data Base registration (CSD)
- Signature of the following documents.
- Declaration of interest in MBD 4
- MBD 6.2: Local Content (If applicable)
- Declaration of the Bidder's Past Supply Chain Practices in MBD 8,

	<ul style="list-style-type: none"> <li>• Certificate of Independent Bid Determination in MBD 9</li> </ul> <p><b><i>If the entity or any of its Directors are listed on the National Treasury register of defaulters, the bid will be rejected.</i></b></p>
<b>COMPULSORY BRIEFING SESSION</b>	<p><b>DATE:</b> 09 June 2022  <b>TIME:</b> 10H00 – 12h00  <b>ADDRESS:</b> Block C, Informal Trading Metro Mall</p>
<b>RFQ SPECIFICATION FORMS/ DOCUMENTS ARE OBTAINABLE FROM:</b>	<p><a href="http://www.jhbproperty.co.za">www.jhbproperty.co.za</a></p>
<b><u>SUBMISSION OF QUOTES:</u></b>	<p>Forum I Block A, Braampark  33 Hoofd Street  Braamfontein  2017</p> <p><b><i>Submissions must be deposited into the RFQ Box at the Reception. No emailed submissions will be accepted</i></b></p>
<b>ENQUIRIES:</b>	<p>Asogan Maistry  <a href="mailto:amaistry@jhbproperty.co.za">amaistry@jhbproperty.co.za</a></p> <p>Dheeran Rhamdhari  <a href="mailto:drhamdhari@jhbproperty.co.za">drhamdhari@jhbproperty.co.za</a></p>

**QUOTATIONS ABOVE R30 000 WILL BE EVALUATED ON THE BASIS OF THE 80:20 POINT SYSTEM AS STIPULATED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (ACT NUMBER 5 OF 2000) & JPC'S SUPPLY CHAIN MANAGEMENT POLICIES AND PROCEDURES.**

## CHECKLIST

**SCM NO:** RFQ 336/2022

**PLEASE USE THE CHECKLIST TO CONFIRM THAT ALL COMPLIANCE DOCUMENTS HAVE BEEN ATTACHED TO YOUR QUOTATION.**

No	Details	✓
1.	Certified Copy of Company Registration Document	
2.	Rates & Taxes Account for Company OR Certified Copy of Lease Agreement OR Affidavit Certified by the Commissioner of Oaths/ Arrangements letter	
3.	Rates and Taxes Account for All the Directors of the Company OR Certified Copy of Lease Agreement OR Affidavit Certified by the Commissioner of Oaths/ Arrangements letter	
4.	If the director does not own any property at least lease agreement or certified affidavit need to be provided	
5.	MBD 4: Declaration of Interest (Attached)	
6.	MBD 6.2: Local Content (Attached)	
7.	MBD 8: Declaration of bidders past supply chain management practices (attached)	
8.	MBD 9: Certificate of Independent Bid Determination. (Attached)	
9.	Certified Copy of BBBEE certificate or consolidated BBBEE certificates for joint ventures and consortiums. NB non-submission of BBBEE will result in a bid being awarded zero points for BBBEE.	
10.	Valid Tax Clearance Certificate or Pin number	
11.	Empowerment Plan and employment statistics (youth, women and people with disabilities)	
12.	All alterations must be signed.	
13.	Quotation is signed	
14.	UIF	
15.	Copies of ID's for the Directors or Members of the Entity	
16.	Copies of ID's for the employees of the Entity and employment contracts	
17.	Central Supplier Data Base registration (CSD)	
18.	Works Insurance and Public liability insurance	

19.	Affiliation / Registration with Professional bodies	
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**SIGNATURE** \_\_\_\_\_

**NAME** \_\_\_\_\_

**PLEASE NOTE THAT NOT SUBMITTING DOCUMENTS REQUESTED UNDER PRE-QUALIFICATION AND DISQUALIFICATION CRITERIA WILL LEAD TO THE BID NOT BEING EVALUATED FURTHER / DISQUALIFIED.**

**NB: PLEASE NOTE THAT PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED**

**I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS**

**SIGNATURE** \_\_\_\_\_

**NAME** \_\_\_\_\_

## CONDITIONS

1. All goods or services purchased will be subject to JPC SCM Policy and Procedures. A copy of said conditions is available from the SCMU office.
2. All purchases will be made through an official order form. Therefore no goods must be delivered or services rendered before an official order has been forwarded to and accepted by the successful bidder.
3. To participate in JPC's Quotation process for the procurement of goods and/or services, vendors are advised to get accredited and registered on Central Supplier Database. Supplier registration forms are available from the Supply Chain Management Unit. JPC is dealing only with the registered and accredited suppliers on its Database.
4. All prices quoted must be exclusive of Value Added Tax (VAT). Suppliers who are not registered for VAT will be treated as Non VAT Vendors.
5. Prices quoted must include delivery charges and goods must be delivered to the address indicated on the quotation page.
6. All prices submitted must be firm. "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
7. Quantities are given in good faith and without commitment to JPC. The JPC reserves the right to increase or reduce the quantity to be in line with the set threshold for quotations prescribed in the SCM Policy.
8. **JPC DOES NOT TAKE RESPONSIBILITY FOR ANY QUOTATIONS DEPOSITED IN THE WRONG BOX.**
9. **QUOTATIONS SUBMITTED THROUGH FAX/EMAIL WILL BE AUTOMATICALLY DISQUALIFIED.**

**I HEREWITH CONFIRM THAT I HAVE READ AND UNDERSTOOD THE ABOVEMENTIONED REQUIREMENTS**

**SIGNATURE** \_\_\_\_\_

**NAME** \_\_\_\_\_

## **ADDITIONAL REQUIREMENTS**

### **DECLARATION**

I certify that the information supplied is correct and I have read and understood the JPC General Conditions and Policies and Procedures and accept same.

I further certify that all the required information has been furnished and the relevant forms completed and are herewith submitted as part of the quotation.

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SUPPLY CHAIN MANAGEMENT**  
**P.O. BOX 31565**  
**BRAAMFONTEIN**  
**2017**

**VAT. NO: 4010194266**

**BIDDER NAME:**

**ADDRESS:**

**TEL:**

**FAX:**

**CSD NUMBER:**

REQUEST FOR QUOTATION	
RFQ NUMBER	RFQ DATE
RFQ 336/2022	07 June 2022
CONTACT PERSON	
NAME:	Asogan Maistry/Dheeran
TEL No:	010 219 9000/ 083 399 3582/ 083 727 1592

**Submission Deadline:**

**14 June 2022**

**Submission Time:**

**10:30AM**

**VALIDITY OF RFQ:**  
**60 DAYS**

**OFFICE USE ONLY:**  
**PRICE/S TO BE VAT EXCLUSIVE**

**Please deposit all quotation in the RFQ box as stipulated in the cover page**

Bids above R30 000-00 to a maximum of R50 000 000 will be evaluated on the basis of the 80:20 point system as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000), as amended.

**EVALUATION CRITERIA**

THE BIDS WILL BE EVALUATED ON PRICE AND BBBEE

**POINTS AWARDED FOR PRICE**

**THE 80/20 PREFERENCE POINT SYSTEMS**



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

**80/20**

Where

Ps = Points scored for comparative price of bid under consideration.

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

Points will be allocated as follows:

<b>Price</b>	<b>80</b>
<b>Points for B-BBEE (Max of 20):</b>	<b>20</b>
<b>B-BBEE status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

- **Certified Copy** of BBBEE certificate or **original** sworn affidavit by the director or **consolidated** BBBEE certificates for joint ventures and consortiums.
- NB non-submission of BBBEE certificate **will** result in a bidder allocated zero points for BBBEE.

## PRICE SCHEDULE

REQUEST FOR QUOTATION (RFQ) NUMBER: RFQ 336/2022

### PLEASE NOTE:

- **NO PRICE INCREASES WILL BE APPROVED AFTER SUBMISSION OF THE QUOTATION.**
- **PRICE CHANGES WITHOUT A SIGNATURE WILL LEAD TO THE DISQUALIFICATION OF THE QUOTATION SUBMITTED**

ITEM NO	DESCRIPTION	PRICE
1.	Appointment of a service provider with CIDB grading of 3 GB for inclusion of panel POP 03/2021:	
	<b>Bidder to price BoQ attached and provide a quotation on bidders letterhead same as BoQ attached,</b>	
<b>SUB-TOTAL</b>		
<b>VAT</b>		
<b>TOTAL</b>		

### Conditions

1. All prices quoted must be exclusive of Value Added Tax (VAT).
2. Prices quoted must include delivery charges and goods must be delivered to the address indicated.
3. All prices submitted must be firm. \* "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.
4. Quantities are given in good faith and without commitment to the JPC.
5. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.

SIGNATURE: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder <sup>2</sup> )		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		

No.	Information	Please provide detail	
3.7.1	Name of director		
3.7.2	Service of state organisation		
3.8	Have you been in the service of the state for the past twelve months?  If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organisation		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  If yes, please furnish particulars :	Yes	No

No.	Information	Please provide detail	
3.11.1	Name of director		
3.11.2	Service of state organisation		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
	If yes, please furnish particulars:		
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders; or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for	Yes	No
	If yes, please furnish particulars:		
3.13.1	Name of director		
3.13.2	Related company		

No.	Information	Please provide detail
Note:	<p><b>SCM Regulations:</b></p> <p><b>"1In the service of the state" means to be –</b></p> <ul style="list-style-type: none"> <li>(a) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official of any municipality or municipal entity;</li> <li>(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>(e) a member of the accounting authority of any national or provincial public entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p><b>"2 Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</b></p>	

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORISED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, wherein the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

Local content

$$LC = 1 - \frac{x}{y} \times 100$$

Where:

- x      imported content  
y      bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.



1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below, and.
- this declaration certificate is not submitted as part of the bid documentation.

## 2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals:

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT).

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“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.

## 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate (s) of exchange against the appropriate currency in the table below:

### Currency Rates of exchange

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF BID No. ....**

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	

Local content % as calculated in terms of SATS 1286	
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If the bid is for more than one product, a schedule of the local content by product shall be Attached

- d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MBD 8**

**DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
<b>NAME OF REPRESENTATIVE</b>	<b>AUTHORISED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>CAPACITY</b>

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This municipal bidding document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised 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 authorised 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 organisation, 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

## MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



**MBD 9**

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

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b></p> <p><b>BUILDING AGREEMENT AND PRELIMINARIES</b></p> <p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents</p> <p>These Bills of Quantities are provisional therefore all items are subject to remeasurement</p> <p><b>PREAMBLES FOR TRADES</b></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards. Where such preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles</p>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b></p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications</p> <p><b>STRUCTURE OF THIS PRELIMINARIES BILL</b></p> <p>Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement</p> <p>Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p> <p><b>PRICING OF PRELIMINARIES</b></p> <p>Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p> <p><b>SECTION A: PRINCIPAL BUILDING AGREEMENT</b></p> <p><u>Interpretation (A1-A7)</u></p> <p>1 Clause 1.0 - Definitions and interpretation</p> <p>2 Pricing of bills of quantities</p> <p>The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities</p> <p>Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained</p> <p>Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary</p> <p><b>Abbreviated descriptions</b></p> <p>The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice</p>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b></p> <p><b>Legal status of contractor</b></p> <p>If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:</p> <p>1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement</p> <p>2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons</p> <p>3. The contractor shall not alter its composition or legal status without the prior written consent of the employer</p> <p>F:..... V:..... T:.....</p>	Item			
3	<p>Clause 2.0 - Law, regulations and notices</p> <p>F:..... V:..... T:.....</p>	Item			
4	<p>Clause 3.0 - Offer and acceptance F:..... V:..... T:.....</p>	Item			
5	<p>Clause 4.0 - Cession and assignment F:..... V:..... T:.....</p>	Item			
6	<p>Clause 5.0 - Documents</p> <p><b>Value Added Tax</b></p> <p>Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)</p> <p>Priced document as specification Clause 5.4 is deemed to be deleted</p> <p>The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any ?</p> <p><b>Electronic issue of drawings</b></p> <p>All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]</p> <p>F:..... V:..... T:.....</p>	Item			
7	<p>Clause 6.0 - Employer's agents</p> <p>Delegated authority may be dealt with in B 5.0 of the contract data.</p> <p>Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA</p> <p>1.1 Duties [6.2] : The architect is responsible for the architectural design, functional design and quality inspection of the works</p>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b></p> <p>1.2 Contract instructions [6.2; 17.1] :</p> <p>1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>1.2.3 The site [13.0]</p> <p>1.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>1.2.7 Removal or re-execution of work</p> <p>1.2.8 Removal or substitution of any materials and goods</p> <p>1.2.9 Protection of the works</p> <p>1.2.10 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>1.2.11 Rectification of defects [21.2]</p> <p>1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>1.2.14 Appointment of a subcontractor [14.0; 15.0]</p> <p>1.2.15 Work by direct contractors [16.0]</p> <p>1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0] ?</p> <p><b>2. Quantity surveyor</b></p> <p>2.1 Duties [6.2] : The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works</p> <p>2.2 Contract instructions [6.2; 17.1] :</p> <p>2.2.1 No contract instructions delegated to the quantity surveyor</p> <p><b>3. Civil and structural engineer</b></p> <p>3.1 Duties [6.2] : The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works</p>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b></p> <p>3.2 Contract instructions [6.2; 17.1] :</p> <p>3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>3.2.2 Iteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>3.2.3 The site [13.0]</p> <p>3.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>3.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>3.2.7 Removal or re-execution of work</p> <p>3.2.8 Removal or substitution of any materials and goods</p> <p>3.2.9 Protection of the works</p> <p>3.2.10 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>3.2.11 Rectification of defects [21.2]</p> <p>3.2.12 List for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums ?</p> <p><b>4. Mechanical engineer</b></p> <p>4.1 Duties [6.2] : The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p> <p>4.2 Contract instructions [6.2; 17.1] :</p> <p>4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>4.2.2 Iteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>4.2.3 Compliance with the law, regulations and bylaws [2.1]</p> <p>4.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p>				

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	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b></p> <p>4.2.6 Removal or re-execution of work</p> <p>4.2.7 Removal or substitution of any materials and goods</p> <p>4.2.8 Protection of the works</p> <p>4.2.9 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>4.2.10 Rectification of defects [21.2]</p> <p>4.2.11 list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>4.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums ?</p> <p><b>5. Electrical engineer</b></p> <p>5.1 Duties [6.2] : The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the works ? and, where appointed by the employer for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p> <p>5.2 Contract instructions [6.2; 17.1] :</p> <p>5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>5.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>5.2.3 Compliance with the law, regulations and bylaws [2.1]</p> <p>5.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>5.2.6 Removal or re-execution of work</p> <p>5.2.7 Removal or substitution of any materials and goods</p> <p>5.2.8 Protection of the works</p> <p>5.2.9 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>5.2.10 Rectification of defects [21.2]</p> <p>5.2.11 list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b></p> <p>5.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums ?</p> <p><b>6. Wet services engineer</b></p> <p>6.1 Duties [6.2] : The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the works</p> <p>6.2 Contract instructions [6.2; 17.1] :</p> <p>6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>6.2.2 Iteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>6.2.3 Compliance with the law, regulations and bylaws [2.1]</p> <p>6.2.4 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>6.2.6 Removal or re-execution of work</p> <p>6.2.7 Removal or substitution of any materials and goods</p> <p>6.2.8 Protection of the works</p> <p>6.2.9 Making good physical loss and repairing damage to the works [23.2.2]</p> <p>6.2.10 Rectification of defects [21.2]</p> <p>6.2.11 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>6.2.12 Expenditure of budgetary allowances, prime cost amounts and provisional sums ?</p> <p><b>7. Fire consultant</b></p> <p>7.1 Duties [6.2] : The fire consultant is responsible for all aspects of rational fire design and quality inspection of the works</p> <p>7.2 Contract instructions [6.2; 17.1] :</p> <p>7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement</p> <p>7.2.2 Iteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works</p> <p>7.2.3 Compliance with the law, regulations and bylaws [2.1]</p>				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b></p> <p>7.2.4 <del>Provision</del> Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works</p> <p>7.2.5 <del>Opening</del> Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]</p> <p>7.2.6 <del>Removal</del> Removal or re-execution of work</p> <p>7.2.7 <del>Removal</del> Removal or substitution of any materials and goods</p> <p>7.2.8 <del>Protection</del> Protection of the works</p> <p>7.2.9 <del>Making</del> Making good physical loss and repairing damage to the works [23.2.2]</p> <p>7.2.10 <del>Rectification</del> Rectification of defects [21.2]</p> <p>7.2.11 <del>List</del> List for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>7.2.12 <del>Expenditure</del> Expenditure of budgetary allowances, prime cost amounts and provisional sums ?</p> <p><b>8. Health and safety consultant</b></p> <p>8.1 Duties [6.2] : The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:</p> <p>8.1.1 <del>Act</del> Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended</p> <p>8.1.2 <del>Prepare</del> Prepare and update the health and safety specification for the works</p> <p>8.1.3 <del>Agree</del> Agree with the contractor the health and safety plan for the works</p> <p>8.1.4 <del>Carry</del> Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations</p> <p>8.1.5 <del>Stop</del> Stop the execution of the works where the agreed specification or plan is not adhered to?</p> <p>F:..... V:..... T:.....</p> <p>Clause 7.0 - Design responsibility</p> <p>8 F:..... V:..... T:.....</p> <p><b>Insurances and securities (A8-A11)</b></p> <p>Clause 8.0 - Works risk</p> <p>9 F:..... V:..... T:.....</p>				
		Item			
		Item			
		Item			

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	Clause 9.0 - Indemnities				
10	F:..... V:..... T:.....	Item			
	Clause 10.0 - Insurances				
11	F:..... V:..... T:.....	Item			
12	Clause 11.0 - Securities				
	<b>Extension of waiver of lien</b>				
	The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10] ?				
	F:..... V:..... T:.....	Item			
	<b>Execution (A12 - A17)</b>				
13	Clause 12.0 - Obligations of the parties				
	Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]				
	Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]				
	<b>Statutory and other notices</b>				
	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard				
	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto				
	F:..... V:..... T:.....	Item			
	Clause 13.0 - Setting out				
14	F:..... V:..... T:.....	Item			
15	Clause 14.0 - Nominated subcontractors				
	F:..... V:..... T:.....	Item			
16	Clause 15.0 - Selected subcontractors				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	F:..... V:..... T:.....	Item			
17	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:				
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials				
	2. Allow the use of personnel welfare facilities, where provided				
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation				
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]				
	F:..... V:..... T:.....	Item			
18	Clause 17.0 - Contract instructions ? Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor ?				
	F:..... V:..... T:.....	Item			
	<b>Completion (A18 - A24)</b>				
19	Clause 18.0 - Interim completion	N/A			
	Clause 19.0 - Practical completion				
20	F:..... V:..... T:.....	Item			
21	Clause 20.0 - Completion in sections				
	F:..... V:..... T:.....	Item			
22	Clause 21.0 - Defects liability period and final completion				
	F:..... V:..... T:.....	Item			
	Clause 22.0 - Latent defects liability period				
23	F:..... V:..... T:.....	Item			
	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]				
24	F:..... V:..... T:.....	Item			
	Clause 24.0 - Penalty for late or non-completion				
25	F:..... V:..... T:.....	Item			

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	<b><u>Payment (A25 - A27)</u></b>				
26	Clause 25.0 - Payment				
	Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing				
	F:..... V:..... T:.....	Item			
27	Clause 26.0 - Adjustment of the contract value and final account				
	Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs				
	Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]				
	F:..... V:..... T:.....	Item			
28	Clause 27.0 - Recovery of expense and/or loss	Item			
	<b><u>Suspension and termination (A28 - A29)</u></b>				
29	Clause 28.0 - Suspension by the contractor				
	F:..... V:..... T:.....	Item			
30	Clause 29.0 - Termination				
	F:..... V:..... T:.....	Item			
	<b><u>Dispute resolution (A30)</u></b>				
	Clause 30.0 - Dispute resolution				
31	F:..... V:..... T:.....	Item			
32	Agreement				
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties				
	F:..... V:..... T:.....	Item			
33	Contract data				
	<b><u>Tenderer's selections</u></b>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 1 PRELIMINARIES &amp; GENERAL</b></p> <p><b>BILL NO. 1</b></p> <p><b>PRELIMINARIES</b> Before submission of his tender the contractor is to complete the tenderer's selections in the contract data</p> <p>F:..... V:..... T:.....</p> <p><b>SECTION B: GENERAL PRELIMINARIES</b></p> <p>User note Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data</p> <p>Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary</p> <p><b><u>Definitions and interpretation (B1)</u></b></p> <p>Clause 1.1 - Definitions</p> <p>34 F:..... V:..... T:.....</p> <p>Clause 1.2 - Interpretation</p> <p>35 F:..... V:..... T:.....</p> <p><b><u>Documents (B2)</u></b></p> <p>Clause 2.1 - Checking of documents</p> <p>36 F:..... V:..... T:.....</p> <p>37 Clause 2.2 - Provisional bills of quantities</p> <p>38 Clause 2.3 - Availability of construction information</p> <p>F:..... V:..... T:.....</p> <p>Clause 2.4 - Ordering of materials and goods</p> <p>39 F:..... V:..... T:.....</p> <p><b><u>Previous work and adjoining properties (B3)</u></b></p> <p>Clause 3.1 - Previous work - dimensional accuracy</p> <p>40 F:..... V:..... T:.....</p> <p>Clause 3.2 - Previous work - defects</p> <p>41 F:..... V:..... T:.....</p> <p>Clause 3.3 - Inspection of adjoining properties</p> <p>42 F:..... V:..... T:.....</p> <p><b><u>The site (B4)</u></b></p>	Item			
		Item			
		Item			
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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	Clause 4.1 - Handover of site in stages				
43	F:..... V:..... T:.....	Item			
44	Clause 4.2 - Enclosure of the works	Item			
	Clause 4.4 - Encroachments				
45	F:..... V:..... T:.....	Item			
	Clause 4.5 - Existing premises occupied				
46	F:..... V:..... T:.....	Item			
	Clause 4.6 - Services - known				
47	F:..... V:..... T:.....	Item			
	<b><u>Management of contract (B5)</u></b>				
	Clause 5.1 - Management of the works				
48	F:..... V:..... T:.....				
	Clause 5.2 - Progress meetings				
49	F:..... V:..... T:.....	Item			
	Clause 5.3 - Technical meetings				
50	F:..... V:..... T:.....	Item			
	<b><u>Samples, shop drawings and manufacturer's instructions (B6)</u></b>				
	Clause 6.1 - Samples of materials				
51	F:..... V:..... T:.....	Item			
	Clause 6.2 - Workmanship samples				
52	F:..... V:..... T:.....	Item			
	Clause 6.3 - Shop drawings				
53	F:..... V:..... T:.....	Item			
	Clause 6.4 - Compliance with manufacturer's instructions				
54	F:..... V:..... T:.....	Item			
	<b><u>Deposits and fees (B7)</u></b>				
	Clause 7.1 - Deposits and fees				
55	F:..... V:..... T:.....	Item			
	<b><u>Temporary services (B8)</u></b>				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	Clause 8.1 - Water				
56	F:..... V:..... T:.....	Item			
	Clause 8.2 - Electricity				
57	F:..... V:..... T:.....	Item			
	Clause 8.3 - Ablution and welfare facilities				
58	F:..... V:..... T:.....	Item			
	Clause 8.4 - Communication facilities				
59	F:..... V:..... T:.....	Item			
	<b><u>Prime cost amounts (B9)</u></b>				
60	Clause 9.1 - Responsibility for prime cost amounts				
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc				
	F:..... V:..... T:.....	Item			
	<b><u>Attendance on subcontractors (B10)</u></b>				
	Clause 10.1 - General attendance				
61	F:..... V:..... T:.....	Item			
	<b><u>General (B11)</u></b>				
	Clause 11.1 - Protection of the works				
62	F:..... V:..... T:.....	Item			
	Clause 11.2 - Protection/isolation of existing works and works occupied in sections				
63	F:..... V:..... T:.....	Item			
	Clause 11.3 - Security of the works				
64	F:..... V:..... T:.....	Item			
	Clause 11.4 - Notice before covering work				
65	F:..... V:..... T:.....	Item			
66	Clause 11.5 - Disturbance				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	Disturbance All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever				
	F:..... V:..... T:.....	Item			
67	Clause 11.6 - Environmental disturbance				
	Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc				
	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works				
	Clause 11.7 - Works cleaning and clearing				
68	F:..... V:..... T:.....	Item			
	Clause 11.8 - Vermin				
69	F:..... V:..... T:.....	Item			
	Clause 11.9 - Overhand work				
70	F:..... V:..... T:.....	Item			
	Clause 11.10 - Tenant installations				
71	F:..... V:..... T:.....	Item			
	Clause 11.11 - Advertising				
72	F:..... V:..... T:.....	Item			
	<b>SECTION C: SPECIFIC PRELIMINARIES</b>				
	Warranties for materials and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract				
73	The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor				
	F:..... V:..... T:.....	Item			
	Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer				
74	F:..... V:..... T:.....	Item			
	Cooperation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget				
75	F:..... V:..... T:.....	Item			
	Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense				
76	F:..... V:..... T:.....	Item			
	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor				
77	F:..... V:..... T:.....	Item			
	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing				
78	F:..... V:..... T:.....	Item			
79	Health and safety				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]				
	The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification				
	F:..... V:..... T:.....	Item			
80	Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works				
	The contractor is to submit to the principal agent on an a monthly basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating				
	F:..... V:..... T:.....	Item			
	Advertising rights The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement				
81	F:..... V:..... T:.....	Item			
	Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer				
82	F:..... V:..... T:.....	Item			
	Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media				
83	F:..... V:..... T:.....	Item			

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b>				
84	Drawings on Site				
	The Contractor shall maintain on Site at all times, a complete set of the latest revisions of the working drawings issued by the Architect, the Engineer, and the Electrical Consultant				
85	F:..... V:..... T:.....	Item			
86	Labour Record				
	At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day				
87	F:..... V:..... T:.....	Item			
88	Scaffolding				
	No scaffolding is measured as these Bills of Quantities are based on the sixth edition of the Standard System for Measuring Building Work. However, the Tenderer is advised to study the drawings as scaffolding may be required in certain areas for use by himself and selected/nominated subcontractors and the contractor must establish or otherwise required by him or selected/nominated subcontractor including taking down and re- erecting as may be necessary and no claims whatsoever will be entertained				
89	F:..... V:..... T:.....	Item			
90	Plant Record				
	At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works				
91	F:..... V:..... T:.....	Item			
92	Daywork				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b> Where in the opinion of the Principal Agent any extra work cannot properly be measured or valued, the Contractor will be allowed daywork prices therefore calculated upon the costs defined hereunder together with the stated percentages. The total thus arrived at shall be the total amount recoverable by the Contractor for performing such work. The costs to the Contractor or sub-contractor of materials, being the net cost (at current market prices) actually paid for such materials after the deduction of cash discounts or if materials are supplied from the Contractor's or sub-contractor's stock then the cost of such materials shall be based upon the current market price plus the cost of delivery to Site; to which net cost 7,5% thereof shall be added. The cost of labour to the Contractor or sub-contractor, being all items of direct cost of labour actually remunerated to the workmen concerned which shall include the cost of all allowances in terms of the industrial Conciliation Act (where applicable) or any other wage determination applying in the area where the daywork is executed: to which labour cost 7,5% shall be added. Hourly base rates for labour shall be the current market rates for labour based upon standard working hours and shall be applied in respect of the time spent by workers directly engaged on the particular day works including any operators mechanical plant and transport and erecting and dismantling other plant. If a claim is made that individual workmen have been paid wages and allowances in excess of the minimum legalised rates, then proof must be furnished that such workmen had been so paid prior to the commencement of the daywork referred to 3. The rate for mechanical plant shall be commercial hire rates current at the time of executing the daywork and shall include fuel and insurance costs. The above percentages shall cover head office charges; Site staff including Site supervision; third party and Contractors workmen compensation and unemployment insurance fund contributions; use, repair and sharpening of non-mechanical hand tools; use of erected scaffolding, staging, trestles and the like; use of tarpaulins, protective clothing, artificial lighting, safety and welfare facilities, storage and the like as may be available on the Site; and profit. Supporting vouchers reflecting the time spent and materials used in each week shall be delivered for verification to the Principal Agent not later than	Item			
93					
94	Unauthorised Persons/Workmen on Premises  The Contractor shall at all times strictly exclude all unauthorized persons from the site and shall set up notice boards to that effect	CONT			
95	F:..... V:..... T:.....	Item			
96	Guarantees and Maintenance Instructions/Manuals  The Contractor shall obtain and hand over to the Architect on Practical Completion, all relevant guarantees, any operating and maintenance manuals, data or instructions required by the Architect or provided by the Manufacturers, Suppliers, or Sub-contractors. The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Final Completion, failing which the release of the Construction Guarantee will be withheld until this is satisfactorily completed				
97	F:..... V:..... T:.....	Item			
98	Removal and Making Good of Temporary Works, etc. on Completion  The Contractor shall remove all temporary works, roads, services and the like used for this contract and shall make good to the entire satisfaction of the Architect any damages resulting there from				
99	F:..... V:..... T:.....	Item			
100	Indemnities				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>				
	<b>BILL NO. 1</b>				
	<b>PRELIMINARIES</b> Indemnities shall be sought by the Architect from all Contractors and Sub-contractors undertaking any design responsibility				
101	F:..... V:..... T:.....	Item			
102	Location of Temporary Buildings and Temporary Services  The Contractor shall provide all necessary temporary works, including temporary roads, tracks, crossings, hardstanding, and services, etc., required for his own Sub-contractors use during the construction and maintenance period There is no guarantee given or implied that site conditions will be such that the Contractor will be able to erect such offices, stores and temporary accommodation within the site boundaries and it shall be the Contractors responsibility to adopt whatever measures he deems necessary in this regard and to obtain all necessary permission and pay all costs in connection therewith				
103	F:..... V:..... T:.....	Item			
104	Shop Drawings  The term 'Shop Drawings' shall mean drawings, layout drawings, illustrations, schedules, performance charts, brochures, operating manuals, other data which are prepared by the Contractor or Sub-contractor, Manufacturer, Supplier or Distributor and which illustrate some portion of the work The Contractor shall ensure that all shop drawings required for the work in terms of this Contract, all selected/nominated Sub-contracts and/or Architect's instructions, are prepared and submitted timeously in accordance with the following procedure Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the Architect for approval. Such work shall not be carried out until such approval has been given Shop drawings shall be submitted to the Architect for approval at least two weeks prior to the date on which such approval is required in order to comply with the Contract Programme (All submissions shall be prepared in accordance with the Contract Drawings and specifications and/or any Architect's instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implication Delays in approval of shop drawings due to non- compliance with drawings, specifications and/or Architect's instructions shall not constitute grounds for any claims for delays				
105	F:..... V:..... T:.....	Item			
106	Commodities to be New  All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used and/or fixed with care to ensure that they are in perfect condition when incorporated into the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works				
107	F:..... V:..... T:.....	Item			
108	Cost of Claims				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 1 PRELIMINARIES &amp; GENERAL</b>  <b>BILL NO. 1</b>  <b>PRELIMINARIES</b> Costs incurred by the Contractor in the preparation of claims accepted by the Principal Agent shall be borne by the Contractor				
109	F:..... V:..... T:.....	Item			
110	Transformation and Empowerment Requirements  The contractor shall take all necessary measures to comply with the document titled: Empowerment Breakdown of 15 point, compiled by Joburg Property Company, and make adequate provision to accommodate the requirements relating to job creation, job intensity, training and development, local SMME utilisation, local material utilisation, enterprise development, etc. as detailed in the above document				
111	F:..... V:..... T:.....	Item			
	<b>SUMMARY OF CATEGORIES</b>  Category : Fixed R.....  Category : Value R.....  Category : Time R.....				
<b>CARRIED TO SUMMARY</b>				R	-

<b><u>SECTION SUMMARY</u></b>			
1	PRELIMINARIES	Page	-
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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 2: DEMOLITIONS AND ALTERATIONS</b></p> <p><b>BILL NO 1</b></p> <p><b>ALTERATIONS (PROVISIONAL)</b></p> <p><b>LOCATIONS FOR QUANTITIES</b></p> <p><u>Completion in sections (Clause 20.0 JBCC PBA) is applicable to this contract. All items without location quantities are applicable to the whole works. The dimensions in the Bills of Quantities are allocated to the Sections as follows:</u></p> <p><b>PREAMBLES</b></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.</p> <p><b>SUPPLEMENTARY PREAMBLES</b></p> <p><u>Site inspection</u></p> <p>The Tenderer is advised to visit the site, inspect the existing premises and acquaint himself thoroughly with the nature of the work specified.</p> <p><u>Sizes and dimensions</u></p> <p>All sizes and dimensions stated herein are approximate and deemed only sufficient to identify the item of work concerned. No allowance for overbreak has been made to any of the adjoining structures, walls, finishes, etc., where removals or pockets occur (the nett opening size, etc., has been made good in later items of this bill where such making good has not been included with the item) and the Contractor must allow in his prices for making good any overbreak that may occur.</p> <p><u>Materials</u></p> <p>Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor. Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site. None of the old materials are to be used for new work except where specifically described as being set aside for re-use. Where certain materials or articles from demolitions or alterations are described as to be handed over by the Contractor to the Client, such materials or articles shall be properly stored by the Contractor, until handing over thereof. The Contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested to do so, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Client for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor.</p> <p><u>General</u></p>				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 2: DEMOLITIONS AND ALTERATIONS</b>  <b>BILL NO 1</b>  <b>ALTERATIONS (PROVISIONAL)</b>  <p>All new finishes are measured in the relevant trades for new work. Allow for watering the works sufficiently to prevent nuisance from dust. All alteration works described hereunder shall imply the use of an approved screed or plaster repairing compound and preparing existing surfaces to receive new. Provide all necessary propping, etc., required to ensure the safety and stability of the structure during the contract period and remove at completion. Provide all necessary additional barricades, screens, overhead protections, etc., required to ensure the safety of persons, property, etc., and remove at completion. All alteration work is within an existing facility. The contractor shall take utmost care to minimise damage to existing completed works in the vicinity of the alteration works.</p> <p><b>TEMPORARY BARRIERS, SCREENS, ETC</b></p> <p><u>Temporary barriers, screens, etc., including removal on completion</u></p> <p>Dust screen 1800mm high on gravel floor, formed of suitable timber framing with shade net cloth to one side including corners, ends, etc. ( Re-usable in all sections)</p> <p>8000mm X 2000mm High double leaf steel date with support posts on each side and covered with 2000mm high knitted plastic including all fixers ( Re-usable in all sections)</p> <p><b>SUNDRIES</b></p> <p>The items described hereunder cover work which is not fully defined at tender stage and which is intended to be executed by the Contractor and/or his Sub-Contractors. The amounts shown shall be used as directed by the Representative/ Agent and shall be deducted in whole or in part if not require</p> <p>Allow the amount of R 10 000.00 (Ten Thousand Rand) for sundry alteration work. This work shall be measured on completion and priced at scheduled rates.</p>				
1	Dust screen 1800mm high on gravel floor, formed of suitable timber framing with shade net cloth to one side including corners, ends, etc. ( Re-usable in all sections)	m	10.00		-
2	8000mm X 2000mm High double leaf steel date with support posts on each side and covered with 2000mm high knitted plastic including all fixers ( Re-usable in all sections)	No	1.00		-
5	Allow the amount of R 10 000.00 (Ten Thousand Rand) for sundry alteration work. This work shall be measured on completion and priced at scheduled rates.	SUM	1.00		-
<b>CARRIED TO SUMMARY</b>				R	-

<b><u>SECTION SUMMARY</u></b>			
1	ALTERATIONS (PROVISIONAL)	Page	-
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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>BILL NO. 6</b>  <b>FLOOR COVERINGS, PLASTIC LININGS, ETC</b>  <b>PREAMBLES</b>  <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.</p> <p>CARPET TILE FLOOR COVERINGS</p> <p>500 x 500 x 7mm 'Belgotex Nexus Plainback Berber Point 920' or other approved carpet tiles laid in chequer pattern on:</p> <p>1 Existing screeded concrete floors, including necessary preparation.</p> <p><b>SKIRTINGS, NOSINGS, ETC</b></p> <p><u>70 mm High meranti skirting with rounded quadrants nailed to walls in strict accordance with the manufacturer's instructions</u></p> <p>6 Skirting to floors</p>				
		m <sup>2</sup>	425.00		-
		H2			
		m	512.00		-
CARRIED TO SUMMARY			R		-

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>BILL NO. 9</b>  <b>TILING</b>  <b>PREAMBLES</b>  <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.</p> <b>SUPPLEMENTARY PREAMBLES</b>  <u>Descriptions</u>  <p>Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding</p> <b>WALL TILING</b>  <u>Ceramic tiles</u>  <p>Allow a Prime Cost Amount of R200/m2 for ceramic tiles fixed with an approved adhesive to plaster (plaster elsewhere) and flush pointed with tinted jointing compound on walls</p> <p>Allow a Prime Cost Amount of R200/m2 for ceramic tiles fixed with an approved adhesive to plaster (plaster elsewhere) and flush pointed with tinted jointing compound on narrow widths</p> <b>FLOOR TILES</b>  <u>Porcelain tiles</u>  <p>Allow a Prime Cost Amount of R 220/m2 for porcelain floor tiles fixed with an approved adhesive on plaster bedding (bedding elsewhere) and flush pointed with tinted waterproof jointing compound edge strips on floors</p>				
1		m <sup>2</sup>	72.00		-
2		m <sup>2</sup>	4.00		-
3		m <sup>2</sup>	22.00		-
CARRIED TO SUMMARY			R		-

<b><u>SECTION SUMMARY</u></b>						
1	FLOOR COVERINGS, PLASTIC LININGS, ETC	Page				-
2	TILING	Page				-
Carried to Final Summary					R	-

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 4: EXTERNAL WORKS</b></p> <p><b>BILL NO. 1</b></p> <p><b>EXTERNAL WORKS</b></p> <p><b>LOCATIONS FOR QUANTITIES</b></p> <p><i>Completion in sections (Clause 20.0 JBCC PBA) is applicable to this contract. All items without location quantities are applicable to the whole works. The dimensions in the Bills of Quantities are allocated to the Sections as follows:</i></p> <p><b>PREAMBLES</b></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.</p> <p><b>SUPPLEMENTARY PREAMBLES</b></p> <p><u>Paving</u></p> <p>Approved brand of anti-termite soil poison &amp; weedkiller is to be applied under paving by a Registered Company and guaranteed for ten years.</p> <p>Paving shall be laid in accordance with SABS 1200MJ, SABS 1058 and the Concrete Masonry Association's specifications.</p> <p>Paving shall be laid on 25mm (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere).</p> <p>Clean plaster sand shall be swept into joints between roadstones.</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include for bulking and loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.</p> <p><b>BENCHES, TABLES, ETC</b></p> <p><b>THE FOLLOWING IN STREET FURNITURE</b></p> <p><u>Refuse bins</u></p> <p>495mm Diameter x 760mm deep concrete refuse bin wit base, code G59 by "GC Concrete" or equal approved including taking delivery, storing and casting in position when required in strict accordance with the manufacturer's instructions A: 250 B: 0 C: 0 D: 50</p>	No	40.00		-
1					
<b>CARRIED TO SUMMARY</b>			<b>R</b>		<b>-</b>

<b><u>SECTION SUMMARY</u></b>				
1	EXTERNAL WORKS	Page		-
Carried to Final Summary			R	-

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><b>SECTION 5: PROVISIONAL SUMS &amp; BUDGETARY ALLOWANCES</b></p> <p><b>BILL NO. 1</b></p> <p><b>PROVISIONAL SUMS</b></p> <p><b>PREAMBLES</b></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards.</p> <p><b>SUPPLEMENTARY PREAMBLES</b></p> <p><u>General</u></p> <p>Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement building contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists</p> <p><u>Profit</u></p> <p>Where stated, the contractor may allow for profit if required</p> <p><u>General attendance on nominated /selected subcontractors</u></p> <p>The item "attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement</p> <p><u>Special attendance on nominated /selected subcontractors</u></p> <p>Where "special attendance" such as unloading, storing, placing in position, providing special power supplies, specific hoisting, cramage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish is required, a separate item describing the specific requirements in detail is to be provided for the pricing of such requirements</p> <p><u>Builder's work</u></p> <p>Builder's work in connection with specialist services is given elsewhere in these bills of quantities</p> <p><b>BUDGETARY ALLOWANCES</b></p> <p>The items described hereunder cover work which is not fully defined at tender stage and which is intended to be executed by the Contractor and/or his Sub-Contractors. The amounts shown shall be used as directed by the Representative/ Agent and shall be deducted in whole or in part if not required</p>				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 5: PROVISIONAL SUMS &amp; BUDGETARY ALLOWANCES</b>				
1	Allow the amount of R200 000.00 (Two Hundred Thousand Rand) for sundry builders work. This work shall be measured on completion and priced at scheduled rates	SUM	1		-
	<b>PROVISIONAL SUMS</b>				
	<b>KITCHEN CUPBOARDS AND APPLIANCES</b>				
2	Provide the amount of R50 000.00 (Fifty Thousand Rand) for Kitchen Cupboards installation executed complete	Item	1		-
3	Profit	%IT	1		-
4	Allow for general attendance	%IT	1		-
	<b>KITCHEN APPLIANCES</b>				
2	Provide the amount of R15 000.00 (Fifteen Thousand Rand) for Kitchen Appliances (Fridge and Microwave) installation executed complete	Item	1		-
3	Profit	%IT	1		-
4	Allow for general attendance	%IT	1		-
	<b>COMMUNITY LIAISON OFFICER</b>				
5	Provide the amount of R72 000.00 (Seventy Two Thousand Rand) for for the community liaison officer	Item	1		-
6	Profit	%IT	1		-
7	Allow for general attendance	%IT	1		-
	<b>COMMUNITY PARTICIPATION CONSULTANT</b>				
8	Provide the amount of R60 000.00 (Sixty Thousand Rand) for the community participation consultant	Item	1		-
9	Profit	%IT	1		-
10	Allow for general attendance	%IT	1		-
	<b>WINDOW TREATMENT</b>				
14	Provide the amount of R200 000 (Two Hundred Thousand Rand) for the Window Treatment installation	Item	1		-
15	Profit	%IT	1		-
16	Allow for general attendance	%IT	1		-
<b>CARRIED TO SUMMARY</b>		<b>R</b>			<b>-</b>

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FINAL SUMMARY			2
1	Preliminaries and General	Page	-
2	Demolitions and Alterations	Page	-
3	Building Work	Page	-
4	External Works	Page	-
5	Provisional Sums	Page	-
<b>Sub Total</b>		<b>ST</b>	-
<b>Contingency</b>			
Provide the sum of 10% for contingencies to be used as directed and deducted in whole or in part if not required			
			10%
			-
<b>Sub Total</b>		<b>ST</b>	-
<b>Add: Value Added Tax (15%)</b>		<b>TAX</b>	15%
			-
<b>Carried to Form of Tender</b>			-