

## OPEN REQUEST FOR QUOTATION

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

## REQUEST FOR QUOTATIONS FOR GOODS AND SERVICES AT JPC

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.

**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: CIDB Grade 2- 3GB ONLY**

<b>DATE OF ISSUE</b>	<b>31 MARCH 2023</b>
<b>CLOSING DATE</b>	<b>11 April 2023</b>
<b>CLOSING TIME</b>	<b>10:30AM</b>
<b>RFQ NUMBER</b>	<b>RFQ 295\2023\FY\JPC</b>
<b>PANEL NUMBER</b>	<b>(POP 03/ 2021)-PANEL OF CONTRACTORS</b>
<b>DESCRIPTION OF GOODS/SERVICES</b>	Request for Quotations from Contractors approved for inclusion in the JPC Panel of Contractors (POP 03/ 2021) under the following category: <b>CIDB Grade 2-3GB to quote on the Specifications attached</b> for repairs and maintenance at Emthonjeni Public Transport Facility.
<b>DIS-QUALIFICATION CRITERIA</b>	<ul style="list-style-type: none"> <li>• Not on JPC panel of contractors (POP03/2021) CIDB Grade 2- 3GB Category Only; and</li> <li>• Incomplete BOQ</li> <li>• Unsigned schedule of rates(initialled every page and signed at the end )</li> </ul>
<b>COMPLIANCE REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• Valid Tax Compliant Verification PIN number issued by SARS.</li> <li>• Close Corporation- current copy of CK1 and/or CK2C (Not less than 3 months)</li> <li>• 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</li> </ul>

	<p>arrears / Valid lease agreement / Affidavit stating why an up to date municipal account cannot be submitted.</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• If the director does not own any property at least lease agreement or certified affidavit need to be provided</li> <li>• 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</li> <li>• Central Supplier Data Base registration (CSD)</li> <li>• Signature of the following documents. <ul style="list-style-type: none"> <li>➢ Declaration of interest in MBD 4</li> <li>➢ MBD 6.2: Local Content (If applicable)</li> <li>➢ Declaration of the Bidder's Past Supply Chain Practices in MBD 8,</li> <li>➢ Certificate of Independent Bid Determination in MBD 9</li> </ul> </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> <p><b><i>NB : Bidders to submit one electronic/memory stick copy and hard copy of priced BOQ</i></b></p>
BRIEFING SESSION	No briefing session

RFQ SPECIFICATION FORMS/ DOCUMENTS ARE OBTAINABLE FROM:	<a href="http://www.jhbproperty.co.za">www.jhbproperty.co.za</a>
<b><u>SUBMISSION OF QUOTES:</u></b>	Forum I Block A, Braampark 33 Hoofd Street Braamfontein 2017 <b><i>Submissions must be deposited into the RFQ Box at the Reception. No emailed submissions will be accepted</i></b>
<b>ENQUIRIES:</b>	lmasemola@jhbproperty.co.za

**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.**

## **SCOPE OF WORK**

### **1. Appointment of a contractor to undertake repairs and maintenance of Emthonjeni Taxi Rank**

- Plumbing and Drainage
- Alterations
- Fire protection
- Electrical
- Fencing
- Pavement
- Signage
- Rockery(Plant box)

## 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 purchase order form. Therefore no goods must be delivered or services rendered before an official purchase 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.
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 as prescribed in the SCM Policy.
8. Quotation documents must be completed in black ink
9. The lowest price or any quotation will not necessarily be accepted and the Joburg Property Company reserves the right to accept the whole or any portion of a quotation.
10. In the event that the JPC has made an offer to a service provider and the service provider declines the offer for one reason or another, the JPC reserves the right to go to the second acceptable offer and/or re-advertise the requirements.
11. Quotations are to remain open for acceptance for a period of sixty (60) days effective from the date on which they are closed and shall be accepted at any time within the said period of sixty (60) days.
12. **In the event of a mistake having been made on the price schedule, it shall be crossed out in ink and be accompanied by an initial at each price alteration. Corrections in terms of price may not be made by means of a correction fluid such as Tipp- Ex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used, the quotation as a whole will not be considered. The JPC will reject the quotation if corrections are not made in accordance with the above.**

13. If items are not quoted for, a line must be drawn through the space in pen.
14. Prices quoted must be all inclusive of delivery charges and goods must be delivered to the address indicated on the quotation page.
15. **FORWARD EXCHANGE RATE COVER** In the event of price/prices being based on the exchange rate, the successful tenderer/s will be required to obtain exchange rate cover in order to protect the ENTITY against exchange rate variations. Proof must be provided that forward Exchange Rate cover has been taken out within 14 days after an order has been placed. If proof that cover was taken out within 14 days after the order has been placed, is not submitted to The Joburg Property Company, with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.
16. A valid Tax Clearance Certificate or the SARS Pin of the Company should be submitted with this quotation document. In cases where the tenderer has not submitted a Tax Clearance Certificate/SARS Pin, the JPC reserves the right to at any time after the closure of the tender, but before the award of the tender, request from the tenderer to provide the valid Tax Clearance Certificate or a SARS Pin within 48 hours from date of notification. Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who/which has failed to submit a Valid Tax Clearance Certificate issued by the South African Revenue Service (SARS), certifying that the taxes of that person/entity are in order, or that suitable arrangements have been made with SARS/SARS pin to enable the City of Johannesburg to verify that the Company is tax compliant. Each party to a consortium/joint venture should submit a separate tax clearance certificate or SARS Pins.
17. **EXECUTION OF ORDERS**  
  
Tenderers are reminded that orders placed against accepted quotations are to be executed in strict accordance with the accepted specification and within the quoted delivery period.
18. **OCCUPATIONAL HEALTH AND SAFETY**  
  
The successful tenderer will be required to comply with the requirements of the Occupational Health and Safety Act and regulations
19. ***JPC DOES NOT TAKE RESPONSIBILITY FOR ANY QUOTATIONS DEPOSITED IN THE WRONG BOX.***

**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**

<b>BIDDER NAME:</b>	<b>REQUEST FOR QUOTATION</b>	
<b>ADDRESS:</b>	<b>RFQ NUMBER</b>	<b>RFQ DATE</b>
<b>TEL:</b>	RFQ295\2023\FY\JPC	31 March 2023
<b>FAX:</b>	<b>CONTACT PERSON</b>	
<b>CSD NUMBER:</b>	<b>NAME:</b>	Lesiba Masemola
	<b>TEL No:</b>	060 318 1744

**Submission Deadline:**  
**Submission Time:**

**11 April 2023**  
**10:30AM**

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

<p align="center"><b><u>OFFICE USE ONLY:</u></b></p> <p align="center"><b><u>PRICE/S TO BE VAT EXCLUSIVE</u></b></p> <p><b><u>Please deposit all quotation in the RFQ box as stipulated in the cover page</u></b></p> <p>Bids equal to or above R30 000 and up to R50 million will be evaluated on the basis of the 80/20 preference point system as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000), as amended.</p> <p><b><u>EVALUATION CRITERIA</u></b></p> <p>The bids will be evaluated on price and preferential goals specified on this RFQ</p> <p><b><u>80/20 PREFERENCE POINT SYSTEMS</u></b></p> <p>The following formula will be used to calculate the points out of 80 for price:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	
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<p>Where</p> <p>Ps = Points scored for price of bid under consideration. Pt = Price of bid under consideration Pmin = Price of lowest acceptable bid</p> <p><b><u>POINTS AWARDED FOR PRICE AND PREFERENTIAL GOALS</u></b></p> <p>Points will be allocated as follows:</p>	
<b>PRICE</b>	<b>80</b>
<b>PREFERENTIAL GOALS</b>	<b>20</b>
<p><b><u>Enterprises owned by black people with at least 51% shareholding</u></b></p> <ul style="list-style-type: none"> <li>➤ 51% black ownership =10 points</li> <li>➤ Less than 51% black ownership =0 points</li> </ul> <p>(Provide (certified copy (not older than three (3) months) of CSD and ID copy of Director/s)</p>	10
<p><b><u>Business owned by 51% or more Women</u></b></p> <ul style="list-style-type: none"> <li>➤ 51% women ownership =02 points</li> <li>➤ Less than 51% black ownership =0 points</li> </ul> <p>(Provide (certified copy (not older than three (3) months) of CSD and ID copy of Director/s)</p>	02
<p><b><u>Local suppliers within City of Johannesburg Geographical area</u></b></p> <ul style="list-style-type: none"> <li>➤ Within COJ = 8 points</li> <li>➤ Outside COJ = 0 point</li> </ul> <p>(Provide municipal rates account or lease agreement</p>	08

The following documents will be required for the purposes of allocating preferential points:

1. Central supplier data base (CSD) registration report
  2. ID copy of Director/s
  3. Proof of municipal accounts or letter from the Ward Council confirming the business address.
- **NB: Non-submission of aforementioned documents, will result in a bidder allocated zero points for preferential goals.**

## PRICE SCHEDULE

### PLEASE NOTE:

REQUEST FOR QUOTATION (RFQ) NUMBER:

RFQ

- **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.	Request for Quotations from Contractors approved for inclusion in the JPC Panel of Contractors (POP 03/2021) under the following category: <b>CIDB Grade 2-3GB to quote on the Specifications attached</b> for repairs and maintenance at Emthonjeni Public Transport Facility.	
<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.
6. JPC reserves the right not to award the lowest bidder if the price quoted is significantly lower than market value estimated by JPC

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 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No

No.	Information	Please provide detail	
	If yes, please furnish particulars :		
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?	Yes	No
	If yes, please furnish particulars :		
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?	Yes	No
	If yes, please furnish particulars :		
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?	Yes	No
	If yes, please furnish particulars :		
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?	Yes	No

No.	Information	Please provide detail	
	If yes, please furnish particulars :		
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 this contract?	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>SCM Regulations:</p> <p>"<sup>1</sup>In the service of the state" means to be –</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>"<sup>2</sup> 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.</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 (IF APPLICABLE)

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	

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.

**MBD 9**

### **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

## STATEMENT OF AUTHORISATION

IF THE TENDERER IS A COMPANY OR FIRM, STATE ON WHAT AUTHORITY THE UNDERSIGNED HAS THE AUTHORIZATION TO SIGN THE TENDER DOCUMENTS, FOR EXAMPLE: COMPANY'S RESOLUTION OR PROCURATION OR STATUTES OF PARTNERSHIP, ETC.

I/We the undersigned is/are authorized to enter into this contract on behalf of.....

.

.....

..... by

Authority of.....dated

..... A certified copy of which may be attached to this tender.

### SIGNATURE:

1. \_\_\_\_\_ ID NR DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

2. \_\_\_\_\_ ID NR DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

### WITNESSES: \_\_\_\_\_

1. \_\_\_\_\_ ID NR DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

2. \_\_\_\_\_ ID NR DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NB: PROOF IS REQUIRED THAT THE COMPANY HAS BEEN REGISTERED AND DOES IN FACT EXIST, AND THAT THE PERSONS WHO HAVE SIGNED THE TENDER DOCUMENT HAVE INDEED BEEN SO AUTHORIZED**

## ARTICLE OF AGREEMENT IN TERMS OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

**The CITY OF JOHANNESBURG**  
(Hereinafter referred to as the "EMPLOYER")

AND

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

Herein represented by..... in his/her capacity as ..... duly  
authorized as per Form D , Attached hereto,(herein after referred to as the (CONTRACTOR")  
WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an  
agreement in respect of .....  
.....  
.....(RFQ Description)

RFQ number.....

AND WHEREAS the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred  
to as the "ACT"), imposes certain powers and duties upon the EMPLOYER. AND WHEREAS the  
parties have agreed to enter into an agreement in terms of the ACT. NOW THEREFORE the parties  
agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the  
CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in  
terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed  
in terms of the ACT and Regulations will be fully complied with. Provided that should the  
EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and  
adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear  
the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant  
duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and  
Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged  
to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and  
procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be  
entitled, although not obliged, to take such steps as may be necessary to ensure that the  
CONTRACTOR has complied with the undertakings as more fully set out in paragraphs (a) and  
(b) above, which steps may include, but shall not be limited to, the right to inspect any  
appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate  
records held by the CONTRACTOR or to take such steps it may deem necessary to remedy  
the default of the CONTRACTOR at the cost of the CONTRACTOR.

- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Thus signed at JOHANNESBURG for and on behalf of the EMPLOYER on this the

..... Day of .....20.....

AS WITNESSES:

1. ....

2. ....

SIGNATURE.....

NAME AND SURNAME.....

CAPACITY.....

Thus signed at ..... For and on the behalf of the CONTRACTOR on this  
The..... Day of.....2022

AS WITNESSES:

1. ....

2. ....

SIGNATURE.....

NAME AND SURNAME.....

CAPACITY.....

## **CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)**

This section sets out how personal information will be collected, used and protected by the City of Joburg Property Company SOC Ltd (hereinafter referred to as "JPC"), as required by the Protection of Personal Information Act.

The use of the words "the individual" for the purposes of this document shall be a reference to any person, with reference to the bidder and its directors/shareholders/personnel, communicating with JPC and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

### **1. What is personal information?**

The personal information that JPC may require relates to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

### **2. What is the purpose of the collection, use and disclosure (the processing) of personal information?**

JPC is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting initiatives to the City of Johannesburg Metropolitan Municipality;
- reporting all contracts awarded to National Treasury;
- obtaining information related to Tax Compliance information from SARS;
- verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communication in respect of the tender/quotation submitted;
- complying with the law; and/or
- for a purpose that is ancillary to the above.
- for the evaluation and adjudication of Quotations, Request for Proposals and Panel of service providers
- posting all awards for Request for Proposals and Panel on the JPC website

Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

### **3. How will JPC process personal information?**

JPC will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual
- through the documents submitted with the tender/quotation;
- from service providers who provided services or goods to JPC;
- from JPC's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

#### **4. To whom will personal information be disclosed?**

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information), where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for.

In the event of another party/ies acquiring all of or a portion of JPC's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

In respect of Request for Proposals and Panel to the Bid Evaluation and Adjudication Committee members

#### **5. Consent and Permission to process personal information:**

I hereby agree with the policy and provide authorisation to JPC to process the personal information provided for the purpose stated:

- I understand that withholding of or failure to disclose personal information will result in JPC being unable to perform its functions and/or any services or benefits I may require from JPC.
- Where I shared personal information of individuals other than myself with JPC I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold JPC not responsible and harmless in respect of any claims by any other person on whose behalf I have consented, against JPC should they claim that I was not so authorised.
- I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.

- I will not hold JPC responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

## 6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide JPC with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if JPC agrees to same in writing. JPC specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the JPC Information Officer/SCM
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify JPC so that our records may be updated. JPC will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that JPC may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,
  - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
  - giving access may cause a third party to refuse to provide similar information to JPC,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
  - the information as it is disclosed may result in the disclosure of another person's information,
  - the information contains an opinion about another person and that person has not consented, and/or
  - The disclosure is prohibited by law.

## 7. Queries relating to breach of personal information:

Please submit queries relating to the breach of personal information to the JPC's information officer and SCM in writing as soon as the breach is discovered.

Signature:	Date:
------------	-------





# EMTHONJENI PUBLIC TRANSPORT FACILITY

## SECTION A: PRINCIPAL BUILDING AGREEMENT

### Interpretation (A1-A7)

1	Clause 1.0 - Definitions and interpretation	CONT	0
	Pricing of bills of quantities	CONT	0
	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, imposts, establishment charges, overheads, profit and all other obligations arising out of the agreement	CONT	0
	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	CONT	0
	Prices for all plant, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary	CONT	0
	Legal status of contractor	CONT	0
	If the contractor constitutes a joint venture consortium or other unincorporated grouping of two or more persons then:	CONT	0
	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement	CONT	0
	2. These persons shall notify the employer of their leader who has authority to bind the contractor and each of these persons	CONT	0
	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer	CONT	0
	F:..... V:..... T:.....	Item	1
2	Clause 2.0 - Law, regulations and notices	CONT	0
	Health and safety	CONT	0
	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]	CONT	0

# EMTHONJENI PUBLIC TRANSPORT FACILITY

3	Clause 3.0 - Offer and acceptance V:..... T:..... F:.....	Item	0
4	Clause 4.0 - Assignment and cession V:..... T:..... F:.....	Item	0
5	Clause 5.0 - Contract documents	Item	0
	Value Added Tax	CONT	0
	Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)	CONT	0
	Priced document as specification	CONT	0
	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 [5.3]	CONT	0
	Electronic issue of drawings All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.5]	CONT	0
	F:..... V:..... T:.....	Item	0
6	Clause 6.0 - Employer's agents	Item	0
	Delegated authority	CONT	0
	The authority of the principal agent to perform duties for specific aspects of the works is delegated to the agents as follows [6.2]:	CONT	0
	1. Architect	CONT	0
	The architect is responsible for the architectural design, functional design and quality inspection. Without derogating from the generality thereof the architect will perform the following specific functions and duties:	CONT	0
	1.1 Give opinion on aspects of the works which are not in accordance with the agreement	CONT	0
	1.2 Supply the specified number of drawings	CONT	0
	1.3 Issue instructions if bills of quantities is to be used as a specification	CONT	0
	1.4 Be responsible for primary co-ordination of design elements	CONT	0
	1.5 Receive through the contractor and accept design documentation undertaken by subcontractors	CONT	0
	1.6 Issue instructions to the contractor regarding:	CONT	0
	1.6.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works	CONT	0
	1.6.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor	CONT	0

# EMTHONJENI PUBLIC TRANSPORT FACILITY

1.6.3Removal or re-execution of any work	CONT	0
1.6.4Opening up of work for inspection	CONT	0
1.6.5Testing of work and materials and goods	CONT	0
1.6.6Protection of the works	CONT	0
1.6.7Making good physical loss and repairing damage to the works	CONT	0
1.6.8Lists for practical completion and final completion	CONT	0
1.6.9Compliance with Acts of Parliament, regulations and bylaws	CONT	0
1.7 Witness the handing over to the contractor of pegs, beacons and datum levels	CONT	0
1.8 Define levels and provide the contractor with the necessary information to set out the works	CONT	0
1.9Acceptance of design by subcontractors	CONT	0
1.10 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion	CONT	0
1.11Inspect the works for practical completion	CONT	0
1.12 Issue the list for practical completion and re-inspect upon request of the contractor	CONT	0
1.13Issue the certificate of practical completion	CONT	0
1.14Inspect the works at the end of the defects liability period	CONT	0
1.15 Issue the list for final completion and re-inspect upon request of the contractor	CONT	0
1.16Issue the certificate of final completion	CONT	0
2. Quantity surveyor	CONT	0
The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions. Without derogating from the generality thereof, the quantity surveyor will perform the following specific functions and duties:	CONT	0
2.1 Consult with the contractor in correction of rates or errors and discrepancies	CONT	0
2.2Complete the contract data	CONT	0
2.3Supply the specified number of unpriced bills of quantities	CONT	0
2.4 Identify in the contract data any changes to the standard JBCC documentation and determine any loss and expense to the contractor caused by non-disclosure thereof	CONT	0

2.5 Deal with amounts paid by the contractor to authorities having jurisdiction over the works	CONT	0
2.6 Measure and value the making good of physical loss or damage	CONT	0
2.7 Issue instructions to the contractor regarding:	CONT	0
2.7.1 Rectification of discrepancies and errors in description or omissions in contract documents	CONT	0
2.7.2 Furnishing proof of payment to subcontractors	CONT	0
2.7.3 Budgetary allowances and work executed by the contractor	CONT	0
2.7.4 Contingency and other monetary provisions included in the contract sum	CONT	0
2.8 Prepare nominated and/or selected subcontract tender documents	CONT	0
2.9 Receive proof from the contractor that the contractor's payment obligations have been met in respect of subcontractors	CONT	0
2.10 Act on employer's instructions to pay subcontractors directly	CONT	0
2.11 Adjustment of the contract value in respect of a revision to the date of practical completion	CONT	0
2.12 Calculate penalties for non-completion upon receipt of the relevant information from the principal agent	CONT	0
2.13 Valuation of payment claims for payment certificates	CONT	0
2.14 Calculate default and compensatory interest (if any) due to the parties	CONT	0
2.15 With each valuation for payment issue:	CONT	0
2.15.1 A statement to the contractor and each subcontractor showing the amount certified for the relevant subcontractor	CONT	0
2.15.2 A statement to the employer and contractor showing the total amount certified	CONT	0
2.15.3 A recovery statement	CONT	0
2.16 Determine the value of adjustments to the contract value	CONT	0
2.17 Receive from the contractor details of expense and loss claims and assess such claims	CONT	0
2.18 Prepare the final account and submit to the contractor ?	CONT	0
3. Civil and structural engineer	CONT	0
The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection. Without derogating from the generality thereof, the civil and structural engineer will perform the following specific functions and duties in respect of the civil and structural engineering aspects of the works:	CONT	0

3.1 Give opinion on aspects of the works which are not in accordance with the agreement	CONT	0
3.2 Supply the specified number of drawings	CONT	0
3.3 Issue instructions if bills of quantities is to be used as a specification	CONT	0
3.4 Receive and accept design documentation undertaken by subcontractors	CONT	0
3.5 Issue instructions to the contractor regarding:	CONT	0
3.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works	CONT	0
3.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor	CONT	0
3.5.3 Removal or re-execution of any work	CONT	0
3.5.4 Opening up of work for inspection	CONT	0
3.5.5 Testing of work and materials and goods	CONT	0
3.5.6 Protection of the works	CONT	0
3.5.7 Making good physical loss and repairing damage to the works	CONT	0
3.5.8 Compliance with Acts of Parliament, regulations and bylaws	CONT	0
3.6 Define levels and provide the contractor with the necessary information to set out the works	CONT	0
3.7 Acceptance of design by subcontractors	CONT	0
3.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion	CONT	0
3.9 Inspect the works for practical completion	CONT	0
3.10 Issue the list for practical completion and re-inspect upon request of the contractor	CONT	0
3.11 Inspect the works at the end of the defects liability period	CONT	0
3.12 Issue the list for final completion and re-inspect upon request of the contractor ?	CONT	0
4. Electrical engineer	CONT	0

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection? 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?. Without derogating from the generality thereof the electrical engineer will perform the following specific functions and duties in respect of the electrical engineering aspects of the works:	CONT	0
4.1 Give opinion of aspects of the works which are not in accordance with the agreement	CONT	0
4.2Supply the specified number of drawings	CONT	0
4.3 Issue instructions if bills of quantities is to be used as a specification	CONT	0
4.4 Receive and accept design documentation undertaken by subcontractors	CONT	0
4.5Issue instructions to the contractor regarding:	CONT	0
4.5.1 Alteration to design, quality or quantity of the works provided that such instructions shall not substantially change the scope of the works	CONT	0
4.5.2 Removal of any materials and goods from the site and the substitution of any materials and goods therefor	CONT	0
4.5.3Removal or re-execution of any work	CONT	0
4.5.4Opening up of work for inspection	CONT	0
4.5.5Testing of work and materials and goods	CONT	0
4.5.6Protection of the works	CONT	0
4.5.7Making good physical loss and repairing damage to the works	CONT	0
4.5.8Compliance with Acts of Parliament, regulations and bylaws	CONT	0
4.6 Provide the contractor with the necessary information to set out the works	CONT	0
4.7Acceptance of design by subcontractors	CONT	0
4.8 Inspect the works from time to time and give the contractor interpretation and guidance on the standard and state of completion required for practical completion	CONT	0
4.9Inspect the works for practical completion	CONT	0
4.10 Issue the list for practical completion and re-inspect upon request of the contractor	CONT	0
4.11Inspect the works at the end of the defects liability period	CONT	0
4.12 Issue the list for final completion and re-inspect upon request of the contractor	CONT	0

	5. Health and safety consultant	CONT	0
	The health and safety consultant is responsible for all aspects of health and safety. 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:	CONT	0
	5.1 Act as the client's (employer's) agent in terms of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993	CONT	0
	5.2 Prepare and update the health and safety specification for the works	CONT	0
	5.3 Agree with the contractor the health and safety plan for the works	CONT	0
	5.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations ? F:..... V:..... T:.....	Item	0
7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	0
	<b>Insurance and security (A8-A11)</b>		
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item	0
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	0
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item	0
11	Clause 11.0 - Security	CONT	0
	<b>Execution (A12 - A17)</b>		
12	Clause 12.0 - Duties of the parties	CONT	0
13	The site comprises of existing buildings currently being occupied by members of Emthonjeni public transport facility. Working hours will be between 7am-5pm. Should the Contractor work beyond these hours, a written request by the Contractor will be submitted to the Principal Agent for approval. Access to the existing buildings are to be kept clear for pedestrians and vehicles. Clause [12.1.2]	CONT	0
14	The Contractor may not occupy areas on site where existing buildings are present. Clause [12.1.4]	CONT	0
	Clause 12.2.15 - Enclosure of the works	CONT	0
	Enclosure of the works The contractor shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof, all for the protection of the public and others [12.2.15]	CONT	0



	Clause 12.2.18 - Office accommodation Office accommodation The contractor shall erect, maintain and remove at completion airconditioned 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]	CONT	0
15	Clause 13.0 - Setting out Encroachments The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, services, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments [13.2.1] F:..... V:..... T:.....	Item	0
16	Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....	Item	0
17	Clause 15.0 - Selected subcontractors F:..... V:..... T:.....	Item	0
18	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:	CONT	0
	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials	CONT	0
	2.Allow the use of personnel welfare facilities, where provided	CONT	0
	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	CONT	0
	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]	CONT	0
	F:..... V:..... T:.....	Item	0
19	Clause 17.0 - Contract instructionsSite instructionsInstructions 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	0
	<b>Completion (A18 - A24)</b>		
20	Clause 18.0 - Interim completion F:..... V:..... T:.....	Item	0
21	Clause 19.0 - Practical completion User note List with a suitable heading in bold any special requirements for practical completion here. Reference as [19.3.1] F:..... V:..... T:.....	Item	0



22	<p>Clause 20.0 - Sectional completion User note If sectional completion is applicable, then a clause with a suitable heading in bold should be inserted, or drawing(s) annexed, to define the various sections. Reference as [20.1] F:..... V:..... T:.....</p>	Item	0	
23	<p>Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....</p>	Item	0	
24	<p>Clause 22.0 - Latent defects liability period F:..... V:..... T:.....</p>	Item	0	
25	<p>Clause 23.0 - Revision of 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 &amp; 2] F:..... V:..... T:.....</p>	Item	0	
26	<p>Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....</p> <p><b>Payment (A25 - A27)</b></p>	Item	0	
27	<p>Clause 25.0 - Payment</p> <p>Materials and goods stored off site The inclusion of materials and goods stored off site in the amount authorised for payment shall be at the sole discretion of the principal agent and such inclusion shall only be considered upon the provision, by the contractor, of an approved security [25.3.2] ?</p> <p>Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [25.3.4]</p> <p>Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the 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:.....</p>	CONT  CONT  CONT  Item	0  0  0  0	
28	<p>Clause 26.0 - Adjustment of the contract value and final account</p>	CONT	0	

	The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works	CONT	0
	Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor 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 to assist the principal agent in adjudicating the claim [26.6] F:..... V:..... T:.....	Item	0
29	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item	0
	<b>Suspension and termination (A28 - A29)</b>		
30	Clause 28.0 - Suspension by the contractor F:..... V:..... T:.....	Item	0
31	Clause 29.0 - Termination F:..... V:..... T:.....	Item	0
	<b>Dispute resolution (A30)</b>		
32	Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item	0
33	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	0
34	Contract data Before submission of his tender the contractor is to complete the tenderer's selection in the contract data	CONT	0
	<b>SECTION B: PRELIMINARIES</b>		
	<b>Interpretation (B1)</b>		
35	Clause 1.1 - Definitions F:..... V:..... T:.....	Item	0
36	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	0
	<b>Documents (B2)</b>		
37	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item	0
38	Clause 2.2 - Provisional bills of quantities	CONT	0

<b>Previous work and adjoining properties (B3)</b>			
39	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item	0
40	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item	0
41	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item	0
<b>Samples, shop drawings and manufacturer's instructions (B4)</b>			
42	Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item	0
43	Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item	0
44	Clause 4.3 - Shop drawings F:..... V:..... T:.....	Item	0
45	Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	0
<b>Deposits and fees (B5)</b>			
46	Clause 5.1 - Deposits and fees F:..... V:..... T:.....	Item	0
<b>Temporary services (B6)</b>			
47	Clause 6.1 - Water F:..... V:..... T:.....	Item	0
48	Clause 6.2 - Electricity F:..... V:..... T:.....	Item	0
49	Clause 6.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item	0
50	Clause 6.4 - Communication facilities F:..... V:..... T:.....	Item	0
<b>Prime cost amounts (B7)</b>			
51	Clause 7.1 - Responsibility for prime cost amounts	CONT	0
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 amount in a measured item, which measured item shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc F:..... V:..... T:.....			
		Item	0
<b>Attendance on subcontractors (B8)</b>			

52	<p>Clause 8.1 - General attendance User note General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement F:..... V:..... T:.....</p>	Item	0
53	<p>Clause 8.2 - Special attendance User note Insert details after the provisional sums (nominated or selected subcontract amount) for any special attendance where specifically required for each subcontractor separately</p> <p>It is important to note that general attendance only requires the contractor to "permit the subcontractor 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" (refer to 12.2.12 of the JBCC n/s subcontract agreement). Many subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill F:..... V:..... T:.....</p> <p><b>General (B9)</b></p>	CONT	0
54	<p>Clause 9.1 - Protection of the works F:..... V:..... T:.....</p>	Item	0
55	<p>Clause 9.2 - Protection/isolation of existing/sectionally occupied works</p>	CONT	0
56	<p>Clause 9.3 - Security of the works F:..... V:..... T:.....</p>	Item	0
57	<p>Clause 9.4 - Notice before covering work F:..... V:..... T:.....</p>	Item	0
58	<p>Clause 9.5 - Disturbance F:..... V:..... T:.....</p>	Item	0
59	<p>Clause 9.6 - 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 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 is 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</p>	CONT	0
60	<p>Clause 9.7 - Works cleaning and clearing F:..... V:..... T:.....</p>	Item	0
61	<p>Clause 9.8 - Vermin F:..... V:..... T:.....</p>	Item	0
62	<p>Clause 9.9 - Overhand work F:..... V:..... T:.....</p>	Item	0
<b>Schedule (B10)</b>			

Information for completion of schedule Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract

CONT

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10.1 - Provisional bills of quantities [2.2] The quantities are provisionalNo

10.2 - Availability of construction information [2.3] Construction documentation is completeYes

10.3 -Previous work - dimensional accuracy [3.1]

10.4 -Previous work - defects [3.2]

10.5 - Inspection of adjoining properties [3.3]

10.6 - Water [6.1] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered) No

10.7 - Electricity [6.2] Option A (by contractor) Yes Option B (by employer - free of charge)No Option C (by employer - metered)No

10.8 - Ablution and welfare facilities [6.3] Option A (by contractor)Yes Option B (by employer)No

10.9 - Communication facilities [6.4]

10.10 - Protection of the works [9.1]

10.11 - Protection/isolation of existing/sectionally occupied works [9.2] Protection/isolation is requiredYes

10.12 -Disturbance [9.5]

#### User note

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 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

CONT

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10.13 - Environmental disturbance [9.6] F:.....  
V:..... T:.....

Item

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#### **SECTION C: SPECIFIC PRELIMINARIES**

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 doing the work and shall deliver same to the principal agent on the final completion of the contract

CONT

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The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so

CONT

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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

0

65

Overtime Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer F:..... V:..... T:.....

Item

0

66

Co-operation 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 final building cost does not exceed the budget  
F:..... V:..... T:.....

Item

0

67

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  
F:..... V:..... T:.....

Item

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68

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 F:..... V:..... T:.....

Item

0

69

Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing  
F:..... V:..... T:.....

Item

0

70	<p>Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating. The employer will be monitoring the black economic empowerment status of the contractor throughout the execution of the works.</p> <p>The contractor is to submit to the principal agent on an annual 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:.....</p>	CONT	0
71	<p>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. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in the meeting of his obligations under this agreement. F:..... V:..... T:.....</p>	Item	0
72	<p>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. F:..... V:..... T:.....</p>	Item	0
73	<p>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 to be printed, screened or aired by the media. F:..... V:..... T:.....</p>	Item	0
<p><b>SUMMARY OF CATEGORIES</b></p> <p>Category : Fixed R..... Category : Value R.....  R..... Category : Time R.....</p> <p><b>BILL NO 2</b></p> <p><b><u>SITE WORK (PROVISIONAL)</u></b></p> <p>Tenderers are referred to the Model Preambles for All Trades as published by the Association of South African Quantity Surveyors (Tel. 011-315 4140) and the Architectural and Structural Works Information before pricing this Bill of Quantities.</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b>Proprietary items or materials</b></p> <p>Proprietary items or materials where specified are to be of the brand specified or other approved by the Representative / Agent.</p>			

Further to the above, Bidders are to note that the latest edition of SANS 10400, current at the time of the tender will form part of the specifications to this contract and as such, pricing shall be deemed to include for complete conformance in all respect

#### SUPPLEMENTARY PREAMBLES

##### Working at Heights:

Bidders are to note that the work to be undertaken will require all necessary scaffolding, due to the heights of the structures to be constructed/alterd. Bidders are to therefore price accordingly as rates will be deemed to include for same and no further claims in this regard will be entertained

##### Nature of ground:

The nature of the ground is assumed to be loose sandy material, therefore 'earth', but possibly interspersed with 'soft rock' or 'hard rock'

##### Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site, and dumping at registered dump sites

##### Bulking:

No allowance has been made for Bulking

##### Filling:

Notwithstanding the reference to prescribed multiple handling in clause 1 page 6 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material

##### Testing:

Prices for filling are to include for all necessary density tests in accordance with the relevant sections of SANS

##### Proximity to existing structures

Bidders are to note that some of the following measured work is to be undertaken in close proximity to existing structures. No claims in this regard will be entertained

##### General:

Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowance



Prime cost amounts and provisional sums are net. Prime cost amounts include for delivery to site of all articles concerned. Provisional sums are for material and equipment supplied and installed complete by firms of specialists

View site:

Before submitting his Bid the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished and/or altered. No additional claims in this regard will be entertained.

General

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants, as well as to daily operations of the rank. He shall provide proper protection and shall provide, erect and maintain approved hoarding for the duration of the contract.

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.)

Responsibility for site:

The Contractor is to note that upon possession of the site by himself, and extending until practical completion is achieved, he is solely responsible for the site, site security, general upkeep and cleaning of the site and all other responsibilities in maintaining a compliant and safe site

Damages to existing finishes, etc.:

The Contractor will be held responsible for all damage, however caused, to existing finishes and fittings etc. and he must make good all damage at his own expense to the approval of the Principal Agent.

Handling and disposal of items removed

Notwithstanding anything stated to the contrary, the client reserves full rights to all items removed. Should the client request the re-use or use of items removed, this shall be facilitated by the contractor at no extra costs to the contract.

Removal of existing works.:

Where descriptions and/or sub-headings include for the removal of items, "removing/removal/remove" shall be deemed to be inclusive of loading and carting of the specified items to a dump site to be located by the Contractor. No further claims or correspondence in this regard will be entertained.

**THE FOLLOWING IN PLANTER UNITS AND SEATING AREAS**

### REMOVAL OF EXISTING WORK

1	Breakup and removing mass brickwork, infill material, etc, including making good concrete surfaces where brickwork removed and carting away surplus material to a dumping site to be located by the contractor	m <sup>3</sup>	72
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### REMOVAL OF TREES ETC

#### **Taking out and removing, grubbing up roots and filling in holes**

2	Trees including stumps exceeding 200mm and not exceeding 500mm girth	No	4
3	Trees including stumps exceeding 500mm and not exceeding 1000mm girth	No	2

Note : Bidders are advised that the item below are collectively measured for installation across the site and no further claims due double handling etc, will be entertained as rates will be deemed inclusive

#### **Precast concrete finished smooth on expose surfaces including bedding, jointing and pointing**

4	"The Turin Bench" colour grey size 1500mm x 450mm high as supplied by "Wilson Stone" or equally approved	No	8
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### THE FOLLOWING IN RANK OFFICE

#### ALTERATIONS

#### **REMOVAL OF EXISTING WORK**

Hacking up/off and removing ceramic tile floor and wall finishes including removing mortar bed or backing and preparing brick surfaces for new tile finishes

5	Tiles to walls	m <sup>2</sup>	2
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Taking down and removing roofs, floors, panelling, ceilings, partitions, etc

6	125 x 75mm Aluminium square section rainwater pipes including bends, shoes, etc	m	5
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#### CARPENTRY AND JOINERY

**Eaves, verges, etc**

"Everite FC77" or equally approved pressed fibre-cement

7	200 x 80mm Angle section barge boards fixed to ends of rafters including aluminium H-profile joint strips	m	3
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#### TILING

**Allow the Prime Cost sum of R 200.00/m<sup>2</sup> for the supply and delivery of ceramic wall tiles and fix tiles with an approved adhesive and grout**

8	On walls in isolated panels, splashbacks, etc	m <sup>2</sup>	2
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9	Fair exposed cutting and fitting around pipe not exceeding 100mm internal diameter (Provisional)	No	2
<b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b>			
<b>Rainwater disposal</b>			
<u>0.8mm Seamless aluminium</u>			
10	125 x 75mm Ogee eaves gutters	m	5
11	Extra over eaves gutter for stopped end	No	2
12	Extra over eaves gutter for angle	No	1
13	Extra over eaves gutter for outlet for 125mm pipe	No	1
14	Extra over rainwater pipe for bend	No	2
15	Extra over rainwater pipe for shoe	No	1
16	125 x 75mm Rainwater pipes	m	3
<b>TRAPS ETC</b>			
<u>"Marley" or equally approved</u>			
17	38mm Deep seal "P" or "S" trap	No	1
<b>Taps, valves, etc,</b>			
<u>"Cobra" or equally approved</u>			
18	" Code - 217-15" "Star" pillar tap chrome plated with 1/2 BSP male inlet, and flanged backnut.	No	1
19	266/041/10 1/2 Sink mixer including C-362/2 capnut and C-362/3 wall flange, stays and backnuts	No	1
<b>Water supplies</b>			
<u>Class 1 copper pipes</u>			
20	15mm Pipes chased into brick walls	m	5
<u>Extra over class 1 copper pipes for capillary fittings</u>			
21	15mm Fittings	No	8
22	22mm Fittings	No	4
<b>Testing</b>			
23	Testing water pipe system	Item	1
<b><u>THE FOLLOWING IN PAVING</u></b>			
<b>Earthworks</b>			
24	Excavation in earth not exceeding 2m deep for reducing levels under floors	m <sup>3</sup>	5
25	Extra over cart away surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>	5

26	Extra over trench and hole excavations in earth for excavation in soft rock	m³	1
27	Extra over trench and hole excavations in earth for excavation in hard rock	m³	1
28	Keeping excavations free of all water other than subterranean water	Item	1
29	Rip, scarify as necessary and compact natural ground or excavated surfaces for a depth of 200mm to a density of at least 95% M.O.D. AASHTO	m²	35
30	150mm Thick earth filling of G7 quality supplied by the contractor compacted to 95% Mod AASHTO density	m³	5
31	In-situ dry density (sand replacement) test in accordance with method A10 (a) of TMH 1	No	2
32	Soil poisoning under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m²	35
	<b>Paving of 220 x 108.5 x 50mm Thick "Corobrik Burgandy Paver" or equally approved paving blocks with butt joints on a 25mm compacted sand bed with fine jointing sand swept and vibrated into joints, all laid on sub grade conforming to SANS 1200 D Degree of Accuracy I</b>		
33	Paving in herringbone bond to falls	m²	25
	<b>Paving of 110 x 221 x 60mm "Infraset G-Blocks" or equally approved concrete interlocking paving blocks, laid on 25mm thick river sand bed with dry filler sand swept and vibrated into joints including preparation of ground or filling</b>		
34	Paving to falls	m²	10
	<b><u>MAKING GOOD OF FINISHES ETC</u></b>		
	<b>Taking out paving, etc. including cleaning down and making good paving blocks by means of a sugar soap solution, and setting aside for reuse</b>		
35	220 x 220 x 80mm Thick brick paving	m²	80
	<b>Re-installation of existing paving to match existing paving patterns with butt joints including sand swept into joints and making good all defects</b>		
36	220 x 220 x 80mm Thick brick paving	m²	80
	<b>High pressure jetting of existing paving brick including making good joints where necessary</b>		
37	Paving	m²	960
	<b>Fine jointing clear riversand swept and vibrated into existing joints</b>		
38	Paving	m²	960
	<b><u>THE FOLLOWING IN FENCING AND GATES</u></b>		

	<b>Taking down and removing</b>		
39	Galvanised mild steel palisade fence 1800mm high with steel posts and droppers including concrete bases	m	125
40	Galvanised mild steel palisade pedestrian gate size 1500 x 1800mm high	No	1
41	Galvanised mild steel palisade sliding gate size 5000 x 1800mm high	No	2
	<b>Galvanised mild steel palisade security fencing and gates</b>		
42	Galvanised mild steel palisade fencing 1800mm high above ground level comprising 16 no. 65 x 2,5mm thick pales per 3000mm length panel, the pales finished with "trident" profile at the head and fixed with high tensile anti vandal nut to and including two 40 x 40 x 3mm thick horizontal angle members spaced at maximum 1500mm centres all fixed to 100 x 55 x 2.4mm thick IPE section posts at 3000mm centres with one anti sag support bracket per 3000mm length, the posts founded on 600 x 600 x 300mm deep unreinforced concrete base all as steel palisade including all necessary excavation, backfill, cart away etc.	m	125
43	Galvanised steel manually operated swing gate size 1500 x 1800mm high overall complete with all supporting and locking mechanism to match new palisade fence as described above	No	1
44	Galvanised steel manually operated sliding gate size 5000 x 1800mm high overall complete with all supporting and locking mechanism to match new palisade fence as described above	No	2
45	"Viro" padlock	No	3
	<b>Paintwork etc to new work</b>		
46	Spot, sand down and prepare steel palisade fencing and gate surfaces and apply One coat primer, one undercoat and two coats "Dulux Easigloss D189-0734" or equally approved gloss enamel paint (Colour to be approved by principal agent)	m <sup>2</sup>	450
	<b>Budgetary allowances</b>		
47	Provide the Amount for the repairs of the existing gate tracks, gate wheels etc	Item	1
48	Provide the Amount for the refurbishment of existing fencing and gates, the work shall include cutting off rusted metal and welding new sections to match existing where necessary, Cut off and remove all defected posts and replace with new galvanised steel post welded to existing fence including excavations , unreinforced concrete, backfilling and compaction to bases where necessary.Clean and remove all vegetation and debri. from the fence line and cart away.Spot, sand down and prepare existing steel palisade fencing and gate surfaces and apply One coat primer, one undercoat and two coats "Dulux Easigloss D189-0734" gloss enamel paint (Colour to be approved by Principal Agent)	Item	1
	<b><u>THE FOLLOWING TO STORMWATER DRAINAGE AND PARKING AREA</u></b>		

## **STORMWATER DRAINAGE**

High pressure water jetting to sewer and storm water pipes, channels, etc,

### **Storm water**

49	Various diameter pipes	m	76
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### **Bituminous premix road surfacing:**

50	40mm thick AC continuously graded medium 50/70 pen bitumen mix asphalt (9.5mm)	m <sup>2</sup>	1
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51	Primer coat bituminous primer road surfacing MSP 1 to crusher run base course	m <sup>2</sup>	1
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52	Tack coat (30% stable grade emulsion)	m <sup>2</sup>	1
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53	200mm wide "sealmac" or equally approved joint seal	m	2
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### **Budgetary allowances**

54	Provide the Amount for the removal of all silt, vegetation and debris from road channels, paved areas, storm water drains, etc,	Item	1
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## **BILL NO 22**

### **PROVISIONAL SUMS**

### **SUPPLEMENTARY PREAMBLES**

#### **General**

Prime cost amounts and provisional sums are net. Prime cost amounts include for delivery to site of all articles concerned. Provisional sums are for material and equipment supplied and installed complete by firms of specialists

#### **General attendance on nominated/selected subcontractors:**

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 following:

- 1 The services as set out in clause B9.1 of the Preliminaries
- 2 Making good in all trades and cleaning down and removal of rubbish on completion

#### **Special attendance on nominated/selected subcontractors**

Where stated special attendance will be described in detail in the Schedule for Variables in the Preliminaries for the services as set out in clause B9.2

#### **PROVISIONAL SUMS FOR SELECTED SUBCONTRACT WORKS**

#### **Fire protection . .**

1	Provide the Amount for fire protection equipment as determined by the Principal Agent	Item	1
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<b>First Aid station</b>		
2	Provide the Amount for supply and installation of first aid stations as determined by the Principal Agent	Item 1
<b>Signage</b>		
3	Provide the Amount for the supply and installation of a new sign board as determined by the Principal Agent	Item 1
<b>FINAL SUMMARY</b>		
1	Preliminaries	
2	Site works (Provisional)	
3	Provisional Sums	
	Sub-total Excluding Vat	ST
	ADD CONTINGENCIES Allow the amount for contingencies which shall only be expended on the written approval of JPC and deducted in whole or part if not required	Item 1
	Sub-total Excluding Vat	ST 0
	Add 15% Value Added Tax RATE#	TAX 15