

## TDR139/2020/2021

### CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE WITH INTEGRATED DISASTER MANAGEMENT FACILITY AT ERF 2001, MOSSSEL BAY

CLOSING DATE: 19 FEBRUARY 2021	CLOSING TIME: 12:00
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NAME OF BIDDER\* : .....

ADDRESS\* : .....

: .....

: .....

: .....

TEL NUMBER\* : .....

FAX NUMBER\* : .....

E-MAIL\* : .....

CIDB REGISTRATION NUMBER\* : .....

CENTRAL SUPPLIER DATABASE REG NO\* : .....

B-BBEE LEVEL OF CONTRIBUTION\* : .....

TENDER AMOUNT (VAT INCLUDED) \* : .....

(\* - TO BE COMPLETED BY BIDDER)

Prepared by:  
Mossel Bay Municipality  
PO Box 25  
Mossel Bay  
6500

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## 1.1 INVITATION TO TENDER

**CLOSING TIME: 12:00  
2021**

**CLOSING DATE: 19 FEBRUARY**

### **TDR139/2020/2021: CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE WITH INTEGRATED DISASTER MANAGEMENT FACILITY AT ERF 2001, MOSSEL BAY**

Tenders are hereby invited from Contractors with a CIDB grading of 5GB or higher for the design and construction of a new emergency control centre with integrated disaster management facility at Erf 2001, Mossel Bay. The contractor to sub-contract 10% of the contract to a local EME/QSE Contractor in the Mossel Bay Municipal area with a CIDB grading of 2CE.

This is a multi-year project.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries regarding the tender can be addressed to Mrs Sorina van Deventer at telephone 083 452 1323 or e-mail at [sorina@arcxl.co.za](mailto:sorina@arcxl.co.za).

A set of tender documents can be obtained at a non-refundable cost of R486.02 per set from Ms Juanita Schutte who may be contacted at telephone (044) 606-5198 **OR** it can be obtained on our website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link). Payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside)** prior to collecting the tender document and proof of payment must be submitted when collecting the tender document from the Supply Chain Management Offices, Plaza Aquada Building, 55 Marsh Street, Mossel Bay.

**There will be NO compulsory site meeting. Contractors can visit the site at Erf 2001, 17 Avenue Mossel Bay (Mossel Bay Golf Club), at their own time. (GPS Co-Ordinates 34.189233S 022.131416E). Arrangements to view the site can be addressed to Johan Wessels at [jwessels@mosselbay.gov.za](mailto:jwessels@mosselbay.gov.za).**

**Potential bidders are requested to submit possible questions relating to this tender, before 12h00 on Friday, 22 January 2021 to [jschutte@mosselbay.gov.za](mailto:jschutte@mosselbay.gov.za). All questions and answers will be published on the Municipality's website at [www.mosselbay.gov.za](http://www.mosselbay.gov.za).**

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box on the Lower Ground floor (seaside) at the Mossel Bay Municipality Main Building, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 19 February 2021** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 75 out of 90 points will be considered as non-responsive:

Functionality criteria and weight:

1. Company (or JV) carrying a weight of 40 points.
2. References Related to that Experience carrying a weight of 15 points.
3. Key Site Staff & Personnel allocated/reserved for this Tender carrying a weight of 35 points.

This tender is subject to Regulation 8 “Local Production and Content” of the Preferential Procurement Policy Framework Act, 2017: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. Please note that Steel products and components for construction, plastic pipes have been designated with a minimum of 100% and electric and telecom cables have been designated with a minimum of 90% for local content and production.

1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Friday, 15 January 2021.
2. Only the South African Bureau of Standards (SANS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Responsive bids will then be evaluated on the 80/20 or 90/10 Preference Points system as prescribed by the Preferential Procurement Regulations, 2017.

Receipts will be issued on request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be emptied just after 12:00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on the Database.

**ADV THYS GILIOME**  
**MUNICIPAL MANAGER**



## **SECTION 1.2: TENDER CONDITIONS AND INFORMATION**

### **1.2.1 General and Special Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### **1.2.2 Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

### **1.2.3 Validity Period**

Bids shall remain valid for ninety (90) days after the tender closure date.

### **1.2.4 Cost of Tender Documents**

Payment for tender documents, if specified, can be obtained at a non-refundable cost as stated in the tender advertisement.

### **1.2.5 Registration on the Central Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

### **1.2.6 Completion of Tender Documents**

(a) The original tender document must be completed fully in black ink and originally signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

## **1.2.7 Compulsory Documentation**

### **1.2.7.1 Tax Clearance Certificate**

(a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

## **1.2.8 Other Documentation**

### **1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)**

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

(a) The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard of Uniformity in Construction in Procurement (May 2010) as published in Government Gazette No 31823, Board Notice 11 of 2009 of 30 January 2009. (See [www.cidb.org.za](http://www.cidb.org.za))

(b) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than the contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **5 GB** or higher class of construction work, are eligible to have their tenders evaluated.

(c) Joint Ventures are eligible to submit tenders provided that;

- Every member of the joint venture is registered with the CIDB;
- The lead partner has a contractor grading designation in the **5 GB** or higher class of construction work; and

(d) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation determined in accordance with the sum tendered for a **5 GB** or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Tender offers will only be accepted if:

(e) The Bidder is registered with the Construction Industry Development Board (CIDB) in the appropriate CIDB Contractor grading designation before the tender closing date/time;

(f) The Bidder or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

(g) The Bidder has not:

- (i) Abused the Employer's Supply Chain Management System; or
- (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

(h) The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the State are permitted to submit bids or participate in the contract;

(i) The Bidder is registered and in good standing with the compensation fund or with licensed compensation insurer;

(j) The Employer is reasonably satisfied that the bidder has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

#### **1.2.8.2 Municipal Rates, Taxes and Charges**

(a) A copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges or that their rent is not in arrears.

#### **1.2.9 Authorised Signatory**

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

#### **1.2.10 Site / Information Meetings - No Site Meeting**

(a) There will be no compulsory site meeting.

(b) The Contractor can visit the site at the Security Gate, Mossel Bay Golf Club, 17th Avenue, Mossel Bay.

### **1.2.11 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

### **1.2.12 Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

### **1.2.13 Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and

placed in the **tender box on the Lower Ground floor (seaside) at the Municipality by not later than 12:00 on Friday, 19 February 2021**

OR

- be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

### **1.2.14 Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

### **1.2.15 Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

### **1.2.16 Opening, Recording and Publications of Tenders Received**

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

#### **1.2.17 Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

#### **1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

#### **1.2.19 Contract**

(a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

#### **1.2.20 Subcontracting**

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

#### **1.2.21 Language of Contract**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

#### **1.2.22 Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

#### **1.2.23 Stamp and Other Duties**

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

#### **1.2.24 Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

#### **1.2.25 Past Practices**

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

#### **1.2.26 Validity of BEE certificates:**

- (a) If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or a copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- (b) If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

- (c) If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

**(d) A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.**

**FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

**1.2.27 Letter of Good Standing from the Commissioner of Compensation**

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

**1.2.28 Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

**1.2.29 Joint Ventures**

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) All members of the Joint venture must submit, with the bid documents:
  - a valid tax clearance certificate or SARS tax pin, individually;
  - an agreement that clearly provides clarity of Profit and liability sharing; and
  - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in annexure A (pages 27-29)
- (d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

#### **1.2.30 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mrs Sorina van Deventer at telephone 083 452 1323. or e-mail at [sorina@arcxl.co.za](mailto:sorina@arcxl.co.za)

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### 1.3 GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  
(i) the name and address of the supplier and / or person restricted by the purchaser;  
(ii) the date of commencement of the restriction  
(iii) the period of restriction; and  
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

**24. Antidumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

### 1.4.1 FUNCTIONALITY

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **75 out of 90 points** for this criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	Company (or JV) Experience	40	
2	References Related to that Experience	15	
3	Key Site Staff & Personnel allocated/reserved for this Tender	35	
TOTAL		90	

Functionality criteria are further divided as follows and points will be awarded as indicated below:

#### **Criterion 1: Company (or JV) Experience**

- (a) A maximum of **40** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience, and is not a duplication of Criterion 3's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

<b>Experience required:</b> Successfully completed General Building works related to alterations and tenant fit-out	<b>Maximum points</b>	<b>Bidder Score</b>
A minimum of 1 to 2 projects that are related to the experience.	<b>25</b>	
A minimum of 2 to 3 projects that are related to the experience.	<b>30</b>	
A minimum of 4 to 5 projects that are related to the experience.	<b>40</b>	
<b>Total</b>		

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to General Building works related to alterations and tenant fit-out, by means of completion certificates and appointment letters.
- (d) Points will only be awarded for **relevant & completed experience** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. **Tenderers to provide enough experience to score the total points as prescribed e.g. in order to claim 40 points, relevant projects should be listed for projects that was done in the last five (5) years.**

NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

<b>Employer/Client</b>	<b>Nature of work/Scope of work (A full breakdown of the scope to be submitted)</b>	<b>Value of Work (incl. VAT)</b>	<b>Start and completion date (month and year)Duration</b>
			Start Completion Duration
			Start Completion Duration
			Start



			Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration

### **Criterion 2: References related to Experience**

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to General Building works related to alterations and tenant fit-out.

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (General Building works related to alterations and tenant fit-out).
- Was the work completed within the contractual time frame.

- Was the work completed within the Contract Price / Amount /Budget / Project programme/schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Compliance with the Occupational Health & Safety regulations on the project.
- General performance on the project.

The letter should also include who the contact person is with all his/her detail.

OR

Bidders can provide their references with the attached questionnaire (see attachment A), which have to be completed and signed by the references.

The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity *per project experience*. Please refrain from submitting multiple references from the same company on the same project.

Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- Reference Scoring: A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters or questionnaires to which the abovementioned Experience have been provided.
- These references letters or questionnaires must be current/most recent, relevant and related to the Experience submitted. The letters must not be older than five (5) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- 5 points will be awarded for each reference letter or questionnaire which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of the Bid Evaluation Committee.

**NB: If no reference letters or questionnaires are attached NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.**

# ATTACHMENT A

Question to Reference	Reference's Response
1. Detail of the work that have been successfully completed (General Building works related to alterations and tenant fit-out ).	..... ..... .....
2. Was the work completed within the contractual time frame?	Yes ..... No ..... If No, please state why: .....
3. Was the work completed within the contract amount?	Yes ..... No ..... If No, please state why: .....
4. Did the contractor comply with the Occupational Health & Safety regulations on site?	Yes ..... No ..... If No, please state why: .....
5. In general were you satisfied with their performance - thus would you recommend them for this Tender considering all of above?	Yes ..... No ..... If No, please state why: .....

.....  
**NAME OF REFERENCE**

.....  
**SIGNATURE**

.....  
**CONTACT PERSON & TELEPHONE NUMBER**

.....  
**DATE**

**STAMP OF REFERENCE**

**Criterion 3: Site Staff & Personnel allocated / reserved for this Tender**

(a) A maximum of **35** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be awarded once for each staff/personnel allocated to this Tender, no multiple scoring per person.

**NB: Please provide name of staff member in the space provided below. If no name is provided NO POINTS WILL BE AWARDED.**

Site Staff & Personnel Required:	Max points	Name of Staff member	Bidder Score
<b>Contract Manager / Site Agent</b> <b>(min 16 hours / 2 days per week)</b> <ul style="list-style-type: none"> <li>Must be suitably skilled and have CV verifiable experience managing General Building works related to alterations and tenant fit-out. Is overall responsible for the execution of the works and all associated project management</li> <li>Must manage all Municipal instructions and ensure execution of Tender specifications. Must inspect and approve all works. manage Payment Certificates</li> <li>Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication electronically via email etc.</li> </ul>	0-5y = 4 points 5-10y = 8 points More than 10y = 12 points		
<b>General Foreman: Construction Manager &amp; Supervisor</b> <b>(min 40 hours / 5 days per week / full time on site)</b> <ul style="list-style-type: none"> <li>Must be suitably skilled and have CV for General Building works related to alterations and tenant fit-out</li> <li>Must supervise the works full-time on site, the team / the workers and the correct use of all plant/machinery.</li> <li>Must be able to work with local labour.</li> <li>Must ensure the all Codes &amp; Standards specifications are met and carried out.</li> <li>Must be able to do setting-out &amp; levelling</li> </ul>	0-5y = 4 points 5-10y = 8 points More than 10y = 12 points		
<b>Skilled Artisan / Paving specialist</b> <b>(min 40 hours / 5 days per week / full time on site)</b> <ul style="list-style-type: none"> <li>Must be suitably skilled and have CV verifiable experience working with paving, waterproofing, finishing and shopfitting</li> <li>Must be able to do setting-out &amp; levelling out to obtain accurate and uniform finishes.</li> <li>Must be able to supervise the construction teams and instruct corrective action.</li> </ul>	0-5y = 4 points 5-10y = 8 points More than 10y = 11 points		
<b>TOTAL</b>	<b>35</b>		

- (b) In order to claim points for the above bidders must submit detailed Curriculum Vitae (CV) of each key personnel to be used/allocated for this Tender. **The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.** CV experience listed of key staff must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring. Please note the staff allocated to this Tender must be on-site and used for this Tender. If the person is unavailable during time of execution he/she must be replaced with someone of equal or better value and experience and proof as per CV submitted.

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

## **JOINT VENTURES**

The evaluation of functionality regarding a Consortium or Joint venture, will be performed as follows:

For company experience the evaluation is based on the experience of the partner with the highest/longest experience record;

For the evaluation of the project team, if applicable, at least one of the Project leaders must be an employee with the leading partner of the consortium or joint venture. The leading partner of the consortium or joint venture is determined by the shareholding regarding the liability, which is included in the consortium or joint venture agreement.

If required for the evaluation of the financial ratings, if not issued for the consortium or joint venture specifically, the rating of the leading partner will be used in the assessment.

The designated Project leaders, if applicable, may not be changed without the prior approval of the accounting officer or his/her nominated person once the bid was awarded.

**ATTACHMENT B**

**THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE**

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

---

NAME OF TENDERER (Must agree with bidder details)

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

**TDR139/2020/2021: CONSTRUCTION OF A NEW EMERGENCY CONTROL CENTRE WITH INTEGRATED  
DISASTER MANAGEMENT FACILITY AT ERF 2001, MOSSEL BAY**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture).

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

2. Mr./Mrs./Ms. \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium/ Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF CONSORTIUM OR JOINT VENTURE

NAME		ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

<b>Name of Joint Venture</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**



## **SECTION 2.1: SCOPE OF WORKS**

### **SECTION A: GENERAL**

#### **1. General Items**

##### **1.1 Employer Objectives**

- Proposal for the provision of Tendering services are requested for the construction and construction management for new proposed facilities.

##### **1.2 Overview of the Works**

- Existing property of the Mossel Bay Municipality to be reconstructed for the purpose of an Emergency Control Centre with Integrated Disaster Management Facility that will serve the greater Mossel Bay Area.

##### **1.3 Location of the Works**

- Works to be carried at Erf 2001, 17 Avenue Mossel Bay or GPS Co-Ordinates 34.189233S 022.131416E.

##### **1.4 Extent of obligations and liability**

- The Contractor shall carry out and complete the Permanent Works, including all materials, equipment, labour, temporary works etc., and remedy any defects therein. The Contractor will be held liable for own design errors or deficiency for the Works designed and delivered.

##### **1.5 Role and Responsibility of the Client**

- The Municipal Official will represent the Client to act in their best interest for a fair and practical execution of the Project, the well-being and interest of the Municipality, ensure the provision of services to the local community, enforce the policies and programs of the Municipality, ensure the provision of services to the local community, to ensure the well-being and interest of the Municipality, to ensure financial integrity during execution of works, ensure that administrative policies, procedures and practices is in place, ensure accountability and transparency, ensure that all contractual matters and budget control is dealt with in terms of MFMA (Municipal Finance Management Act) and Municipal Internal Policies and Procedures and to monitor the tenderer, project performance, the cash flow and progress including Occupation Health and Safety compliances.

##### **1.6 Legal Provisions**

- The Contractor shall comply with all applicable laws, regulations, statutory provisions and agreements.

##### **1.7 Scope of Works**

- The work to be carried out by the Bidder under this contract comprises mainly of the following:
  - (a) Cash Flow Projections and Works Programme.
  - (b) Construction of new facilities.
  - (c) Construction supervision and monitoring of works carried out.
  - (d) Successful completion and finalizing of Contract Works.
  - (e) Liaison with the Employer's Agent.

## **1.8 Contract Period**

- The Contract period will be as specified by the Contractor but limited to a Contract period of 4 months commencing from the signed offer and acceptance date.

## **1.9 General Responsibility of the Contractor**

### **1.9.1 Security**

- The Contractor shall provide as Security, Retention to the value of 10% of the Contract Works delivered.

### **1.9.2 Inspection of Site**

- The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have studied all available information pertaining thereto before submitting his tender and will be considered to be knowledgeable in respect of the form and nature of site and its surroundings; extent and nature of the work and materials required for carrying out and completion of the Works; the means of access to the Site and the accommodation he may require; the design of the Works and the site conditions insofar as they affect carrying out the Works with regard to health, safety and the environment.
- The Contractor shall, in general, be deemed to have obtained all available information on risks, contingencies and all other circumstances which may influence and affect the Works.

### **1.9.3 Programme of Works**

- Before commencing with the Works, the Contractor shall deliver to the Employer's Agent an initial programme in terms of which he will carry out the Works order to meet the due Completion Date. Should it become clear the approved program does not reflect the actual progress to meet the Due Completion Date, the Contractor shall deliver to the Employer's Agent an adjusted programme.

### **1.9.4 Site Supervision and Competent Persons**

- To carry out and complete the Works the Contractor shall employ during the planning phase and on the Site only such persons as are careful, competent and efficient in their various trades and professions.

### **1.9.5 Protection of the Works**

- The Contractor shall protect the Works properly and shall so arrange his operations that they pose no danger and cause the least possible inconvenience to the public and/or to vehicle and pedestrian traffic. For this purpose, the Contractor shall provide and maintain sufficient Temporary Works, road signs, light, barricades, fencing and guarding as may be necessary, or required by any act, regulation or statutory authority.
- The Contractor indemnifies the Employer against any liability arising out of the Contractor's non-compliance with his obligation in terms of this Item.

### **1.9.6 Indemnification**

- The Contractor indemnifies the Employer against any liability in respect of damage to, or physical loss of the property of any person, or injury to or death of any person, and shall be liable to the Employer for damage to or physical loss of all property of the Employer this is not part of the Works, nor the site.

### **1.9.7 Insurances**

- The Contractor shall be before the Works commences, provide at his own cost, effect and maintain Insurance of the Works in the joint names of the Employer and Contractor for Plant and Materials on the Site intended for the incorporation in the Works against damage or physical loss arising from whatever cause for the period for which the Contractor is responsible for the Works and for the sum insured which shall be the aggregate of the Contract Price.

### **1.9.8 Reporting of accidents**

- In addition to any statutory obligations, the Contractor shall, as soon as practicable, report to the Employer's Agent every occurrence on the Works, or the Site, which causes damage to property, or injury or death to persons.
- If required by the Employer's Agent, the Contractor shall submit a written report to the Employer's Agent within 48 hours of such requirement, setting out full details of the occurrence.
- The Employer's Agent shall have the right to make any enquiries, either on Site or elsewhere, as to the cause and results of any occurrence.

### **1.9.9 Materials and Workmanship**

#### **1.9.9.1 Samples**

- All exposed materials and finishes shall be submitted to Representative for approval in sample form.
- The preferred bidder shall furnish such samples as may be called for and the Representative may reject all materials or workmanship not corresponding with the samples. All approved samples shall be held in safe keeping until such time as the work to which they apply has been completed.

#### **1.9.9.2 Quality of Material and Workmanship**

- The work throughout shall be executed to the highest standards and to the entire satisfaction of the Employer's Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Representative/Agent.
- All work shall be executed in a first-class manner by qualified tradesman with materials suitable for the purpose intended.

#### **1.9.10 Non-Working Times**

- None of the Works shall be carried out between sunset and sunrise, Sundays and Public Holidays.

#### **1.9.11 Penalties for Delays and other Non-Compliances**

#### **1.9.11.1 Penalty for Delays**

- If the Contractor fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion by the Completion Date, the Contractor shall be liable to the Employer for the sum of R5000.00 (five thousand rand and zero cents) per day for every day that lapses between the Due Completion Date and actual date of Practical Completion.
- The imposition of such penalty shall not relieve the Contractor from his obligation to complete the Works, or from any of his obligations and liabilities under the Contract.

#### **1.9.11.2 Penalty for Health and Safety Non-Compliances**

- The following penalties shall be imposed against the Contractor for failure to comply to the following;
  - (a) R5000.00 Penalty for any Occupational Health and Safety transgression due to fault of Project Health and Safety Plan or failure to take timely action.
  - (b) R5000.00 Penalty for any lack of general Site Safety towards the public, pedestrians, residents, workers and traffic accommodation.

### **1.9.12 Payments**

#### **1.9.12.1 Interim Payments**

- The Contractor shall provide the Employer's Agent a monthly statement for all amount he considers to be due to him, (in such form and on such date as may be agreed between the Contractor and the Employer's Agent, or failing agreement, as the Employer's Agent may require) and Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount he considers to be due to the Contractor for work completed.

#### **1.9.12.2 Valuation of materials brought onto Site**

- The Contractor shall deliver with his payment statement, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.

#### **1.9.12.3 Retention Payment**

- One half of the retention money will become due to the Contractor during Defects Liability Period when the Employer's Agent has issued a Certificate of Completion. The other half shall become due and shall be paid to Contractor within the expiration of the Defects Liability Period, provided that the Contractor has attended, repaired or corrected the any Works ordered during the Defects Liability Period.

### **1.9.13 Variations**

- The Contractor will not be remunerated for any additional work outside the set Scope of Works.

#### **1.10 Defects and Liability Period**

- To the intent that the Permanent Works shall be in the condition required by the Contract (fair wear and tear excepted), the Contractor shall during the Defects Liability Period, carry out all such repair, reconstruction rectification and making good of defects, shrinkages, settlements or other faults as may be ordered by the Municipal Representative.
- All such remedial work shall be carried out by the Contractor at his own expense.

#### **1.11 Latent Defects Liability**

- The Contractor's liability for any latent defects shall continue for 12 months beyond the point of the Final Approval Certificate.

## **SECTION B: SPECIFIC REQUIREMENTS**

### **2.1 Project Administration**

- The function of the tenderer is to administer and carry out the Contract and will take full responsibility for the execution and completion of works and remedy any defects therein, construction monitoring, overall supervision, quality management and approval of the final works.

#### **2.1.1.1 Principle Contractor and Sub Contractors**

- The Principle Contractor should be Registered CIDB (Construction Industry Development Board) Grading 5, Builders as per the Construction Industry Development Board Act 38 of 2000.
- Any Sub-Contractors to be appointed by the Principle Contractor should be Registered by a statutory body in the relevant trade.

### **2.1.2 Project Documentation Submittals**

#### **2.1.2.1 OH&S File**

- With acceptance of this Contract, the Contractor shall provide the Client with Health and Safety File for review and approval before work commences.

#### **2.1.2.2 Works Programme**

- The Construction Programme must be submitted to the Municipal Agent for approval. This approved Works Programme will be a Legal Binding Timeline and should be updated during the Construction Phase.
- The Programme should include the following information;
  - (a) Presented in MS Project format, Gantt Chart or similar.
  - (b) Show the complete breakdown of work items.
  - (c) Show the critical path, duration, lag and/or latest start times.
  - (d) Indicate dates, start/end and milestones.
  - (e) Show percentage complete, percentage remaining versus Contractual Time.

#### **2.1.2.3 Bill of Quantities**

- Refer Bill of Quantities attached for scope of work and relevant architect and engineers drawings.

#### **2.1.2.4 Cash Flow Projection**

- A projected Cash projection to be provided before commencement of works and updated indicating the Cash Flow, Percentage spend and Percentage versus remaining time during the Construction Phase.

## **SECTION 2.2: PRICING SCHEDULE / BILL OF QUANTITIES**

Pricing and Award: Please note that the project is funded by a Council Vote and awarding of Tender is subject to availability of these funds and final approval from the Municipality.

On price the tender will be evaluated based on the lowest accumulative Tender Amount, meaning that one Bidder will be awarded the tender - no unbundling of work will be permitted. All quantities and workload mentioned herein is an estimate only for Tender purpose. It remains the sole responsibility of the prospective Bidder to familiarize himself with this tender and the works required before he prices.

All rates & prices submitted in the Bill of Quantities must include VAT.

**Bidders MUST tender for each line item in the pricing schedule to be considered for evaluation. Should the bidder fail to tender for each line item as stated, the bid will be seen as non-responsive.**

**Refer Bill of Quantities and Architect and Engineers Plans attached.**

TDR 139/2020/2021: CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE WITH INTEGRATED DISASTER MANAGEMENT FACILITY AT ERF 2001, MOSSEL BAY					
No	Description	Unit	Quantity	Rate (including 15% VAT)	Total Amount (including 15% VAT)
<b>SECTION A: PRELIMINARY AND GENERAL</b>					
<b>BUILDING PLANS AND DOCUMENTATION:</b>					
<b>A4</b>	Initial and updated Works Programme and Cash Projections for duration of Construction Works.	<b>Sum</b>	<b>1</b>		
<b>TEMPORARY WORKS AND HEALTH AND SAFETY:</b>					
<b>A5</b>	Accommodation of pedestrian and vehicle traffic, general arrangements, maintenance of temporary signs, lights, flagmen, barricades etc.	<b>Sum</b>	<b>1</b>		
<b>A6</b>	Compile a Health and Safety Plan, including Risk Assessment, Safe Works Procedures and Method Statements	<b>Sum</b>	<b>1</b>		
<b>A7</b>	Maintenance of the Health and Safety File	<b>Sum</b>	<b>1</b>		
<b>SECTION B: BUILDING WORKS</b>					
<b>B1</b>	Construction of new Facilities as per Building Plan	<b>Sum</b>	<b>1</b>		
<b>B2</b>	New parking area with maximum parking bays and access routes to dedicated areas	<b>Sum</b>	<b>1</b>		
<b>TOTAL AMOUNT INCLUDING 15% VAT (to be carried forward to front page)</b>					

The tender will be evaluated on the total cost of contract including item B2.  
If the total contract value exceeds the available budget amount, the Municipality reserves the right to award the tender on the total cost of contract excluding item B2.



**SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY</b>					
BID NUMBER:	<b>TDR139/2020/2021</b>	CLOSING DATE:	<b>19 FEBRUARY 2021</b>	CLOSING TIME:	<b>12:00</b>
DESCRIPTION	<b>CONSTRUCTION OF A NEW EMERGENCY CONTROL CENTRE WITH INTEGRATED DISASTER MANAGEMENT FACILITY AT ERF 2001, MOSSEL BAY</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

<b>The Tender Box</b> <b>Mossel Bay Municipality</b> <b>P O Box 25</b> <b>MOSSEL BAY</b> <b>6500</b>					
<b>Or</b>					
<b>deposited in the tender box situated on the Lower Ground Floor, Municipal Building, 101 Marsh Street, Mossel Bay</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
CONTACT PERSON					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	CONTACT PERSON	Mrs Sorina van Deventer
CONTACT PERSON	Juanita Schutte	TELEPHONE NUMBER	083 452 1323
TELEPHONE NUMBER	(044) 606-5198	FACSIMILE NUMBER	
FACSIMILE NUMBER	(044) 606-5253	E-MAIL ADDRESS	sorina@arcxl.co.za
E-MAIL ADDRESS	jschutte@mosselbay.gov.za		

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## SECTION 4.1 MBD4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state\*.
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 favouritism, 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.**
  - 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: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If so, furnish particulars.  
.....

\* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If so, furnish particulars.

.....

3.10 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**

3.10.1 If so, furnish the following particulars:

.....

3.11 Are you, aware of any relationship (family, friend, other) between a 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**

3.11.1 If so, furnish particulars

.....

3.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If so, furnish particulars.

.....

3.13.1 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.2 If so, furnish particulars.....

3.14. 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**

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.2: MBD 5: Declaration for procurement above R10 million**

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

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment during the past three years.

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

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

**YES/NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

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

2.2 If yes, provide particulars:

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES/NO**

3.1 If yes, furnish particulars.

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

4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic?

**YES/NO**

4.1 If yes, furnish particulars.

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

## **SECTION 4.3 MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

---

### **1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore, the 80/20 or 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

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

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



## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act;

- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20** or **90/10**

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 10 or 20 points)

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

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

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

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS: .....

.....

**SECTION 4.4: MUNICIPAL RATES AND SERVICES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach copy/copies of Municipal Account(s)**

**DECLARATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.5: AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr / Mrs ..... acting in his/her capacity

as ..... of the business trading as ..... to sign all

documentation in connection with Tender .....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

#### SECTION 4.6: MBD8: DECLARATION OF BIDDER'S 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:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b></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>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register 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></p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE**

**INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## **SECTION 4.7     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 *pe 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:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
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 (MBD9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

<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.

## **SECTION 4.8: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids 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 (this includes labour or intellectual property costs), 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 (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Steel products and components for construction</b>	<b>100%</b>
<b>Plastic pipes</b>	<b>100%</b>

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement 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 (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

.....  
NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (a) The local content percentage (%) indicated below has been calculated using the formula given in clause

3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

## Annex C

## Local Content Declaration - Summary Schedule

(C1)	Tender No.	TDR 139/2020/2021			
(C2)	Tender description	Construction of new emergency control centre with integrated disaster management facility at erf 2001 Mosselbay			
(C3)	Designated product(s)				
(C4)	Tender Authority				
(C5)	Tendering Entity name				
(C6)	Tender Exchange Rate	Pula		EU	
(C7)	Specified local content %				

**Note: VAT to be excluded from all calculations**

GBP

## Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
Section no. 2 – Bill no. 3							
Item 25	Reinforcing bars						
Item 26	Wire products - mesh						
Item 27	Wire products - mesh						
Section no. 2 – Bill no. 4							
Item 8	Wire products - Brickforce						
Item 9	Wire products - Brickforce						
Item 10	Wire products - Brickforce						
Item 11	Wire products – Wall ties						
Section no. 2 – Bill no. 6							
Item 1	Roof & Cladding - Flashings						

## Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
6t			
40m <sup>2</sup>			
2m <sup>2</sup>			
153m			
1563m			
34m			
44No			
49m			



Item 2	Roof & Cladding - Flashings						
Item 3	Roof & Cladding - Flashings						
Item 4	Gutters, downpipes & lauders – Roof Drainage						
Item 5	Gutters, downpipes & lauders – Roof Drainage						
Item 6	Gutters, downpipes & lauders – Roof Drainage						
Item 7	Gutters, downpipes & lauders – Roof Drainage						
Item 8	Gutters, downpipes & lauders – Roof Drainage						
Item 9	Gutters, downpipes & lauders – Roof Drainage						
Item 10	Gutters, downpipes & lauders – Roof Drainage						
<u>Section no.2</u> <u>– Bill no. 7</u>							
Item 6	Frames – Doors						
Item 7	Frames – Doors						
Item 8	Frames						
Item 9	Frames						
<u>Section no.2</u> <u>– Bill no. 11</u>							
Item 1	Frames - Doors						
<u>Section no.2</u> <u>– Bill no. 14</u>							
Item 1	Plastic pipes - Polypropylene pipes						
Item 2	Plastic pipes - Polypropylene pipes						
Item 3	Plastic pipes - Polypropylene						

21m			
70m			
51			
4No			
6No			
20No			
2No			
14No			
4No			
11No			
2No			
9No			
1No			
2No			
60m			
2No			
1No			

	<i>pipes</i>						
<i>Item 4</i>	<i>Plastic pipes - Polyvinyl pipes</i>						
<i>Item 5</i>	<i>Plastic pipes - Polyvinyl pipes</i>						
<i>Item 6</i>	<i>Plastic pipes - Polyvinyl pipes</i>						
<i>Item 7</i>	<i>Plastic pipes - Polyvinyl pipes</i>						
<i>Item 17</i>	<i>Geyser</i>						
<i>Item 18</i>	<i>Hydro boil</i>						
<u><i>Section no.2</i></u> <u><i>- Bill no. 15</i></u>							
<i>Item 1</i>	<i>Steel pipe - Galvanised</i>						
<i>Item 17</i>	<i>Steel pipe - Galvanised</i>						
<u><i>Section no.2</i></u> <u><i>- Bill no. 16</i></u>							
<i>Item 16</i>	<i>Electrical and telecom cable products</i>						
<i>Item 17</i>	<i>Electrical and telecom cable products</i>						
<i>Item 24</i>	<i>Electrical and telecom cable products</i>						
<i>Item 25</i>	<i>Electrical and telecom cable products</i>						
<i>Item 28</i>	<i>Electrical and telecom cable products</i>						
<i>Item 43</i>	<i>Electrical and telecom cable products</i>						
<i>Item 68</i>	<i>Electrical and telecom cable products</i>						
<i>Item 82</i>	<i>Electrical and telecom cable products</i>						

<i>36m</i>			
<i>2No</i>			
<i>3No</i>			
<i>1No</i>			
<i>1No</i>			
<i>1No</i>			
<i>15m</i>			
<i>5m</i>			
<i>80m</i>			
<i>250m</i>			
<i>4m</i>			
<i>120m</i>			
<i>2m</i>			
<i>2500m</i>			
<i>2000m</i>			
<i>300m</i>			

**Signature of tenderer from Annex**  
**B**

(C20) Total tender value			
(C21) Total Exempt imported content			
(C22) Total Tender value net of exempt imported content			
(C23) Total Imported content			
(C24) Total local content			
(C25) Average local content % of tender			

## SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

### WITNESSES

1. ....

2. ....

DATE: .....

## SECTION 6: FORM OF OFFER AND ACCEPTANCE

### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

#### **TDR139/2020/2021: CONSTRUCTION OF A NEW CONTROL CENTRE WITH INTEGRATED DISASTER MANAGEMENT FACILITY AT ERF 2001, MOSSEL BAY**

The Tenderer, identified in the Offer signature block, below has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

R.....(in figures);

.....(in words).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s).....

Name(s).....

Capacity.....

For the tenderer.....

.....  
(Name and address of organisation)

Name & signature of witness..... Date.....

## ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Signature(s) .....  
Name(s) .....  
Capacity .....

### for the employer

Name and address of organisation.....  
.....

Name and signature of witness ..... Date.....

**Schedule of Deviations**

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Bidder's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject .....

Details .....

.....

2 Subject .....

Details .....

.....

3 Subject .....

Details .....

.....

4 Subject .....

Details .....

.....

5 Subject .....

Details .....

.....

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

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

## **MOSSEL BAY MUNICIPALITY**

### **HEALTH AND SAFETY SPECIFICATIONS**

#### **HEALTH AND SAFETY SPECIFICATION FOR PRINCIPAL CONTRACTORS (for works where Mossel Bay Municipality appoints the contractor as the principal contractor for construction work)**

#### **1. GENERAL**

##### **1.1 Application**

This Health & Safety Specification applies to all contractors who carry out work at MOSSEL BAY Municipality's premises, where the contractor is appointed principal contractor under the Occupational Health and Safety Act 85 Of 1993.

##### **1.2 Definitions**

In this Health & Safety Specification:

- 1.2.1 Competent person has the meaning given in the Construction Regulations 2014 promulgated GNR 84 of 07 February 2014.
- 1.2.2 Contractor means a person, corporation or other entity that carries out work for MOSSEL BAY MUNICIPALITY.
- 1.2.3 Employee includes a person engaged by the Contractor as a sub-contractor and a person employed or engaged by a sub-contractor.
- 1.2.4 OHS Act means the Occupational Health and Safety Act 85 of 1993.
- 1.2.5 OHS Regulation means the Occupational Health and Safety Regulation promulgated under the Occupational Health and Safety Act 85 of 1993.
- 1.2.6 Work Cover means the cover under the Compensation for Injuries and Diseases Act 130 of 1993.

##### **1.3 Comply with Statutory Laws**

- 1.3.1 The Contractor must comply with, and must ensure that its employees and visitors comply with, all relevant and applicable laws, codes, standards, guidelines, rules, policies and procedures relating to health and safety in the work-place.

#### **2 WORKING AT MOSSEL BAY MUNICIPALITY'S PREMISES**

##### **2.1 Hazard Identification and Risk Assessment**

Before carrying out any work at MOSSEL BAY Municipality's premises the Contractor must, in consultation with MOSSEL BAY MUNICIPALITY:

- 2.1.1 identify any foreseeable hazard associated with the place of work and the work to be carried out by the Contractor, that has the potential to harm the health or safety of any person,
- 2.1.2 assess the risk of harm to the health or safety of any person arising from any hazard identified, and
- 2.1.3 eliminate any reasonably foreseeable risk to the health or safety of any person arising from any hazard identified or, if it is not reasonably practicable to eliminate the risk, develop measures or procedures to effectively control the risk.

##### **2.2 Review of Risk Assessments and Control Measures**

- 2.2.1 The Contractor must review a risk assessment, and any measures adopted to control the risk, whenever:  
there is evidence that the risk assessment is no longer valid, or



- 2.2.2 injury or illness results from exposure to a hazard to which the risk assessment relates, or
- 2.2.3 a significant change is proposed in the place of work, the scope of work or in work practices or procedures to which the risk assessment relates.

## **2.3 Competence of Employees**

The Contractor must ensure that each employee:

- 2.3.1 has the necessary skills, knowledge, qualifications, training, competence and experience, and
- 2.3.2 has appropriate verbal and written language skills and the necessary literacy, to carry out the work, including qualifications, certification and competencies required under the OHS Act 85 Of 1993 and the OHS Regulations.

## **2.4 Medical Fitness of Employees**

The Construction regulations stipulate that all employees on site must be medically fit to perform their duties.

- 2.4.1 The principal contractor must ensure that all employees is medically fit for work and must be able to provide proof of medical certificates in the form of Annexure 3 or company specific document. The medical certificates must be issued by an Occupational Health Practitioner registered with the Health Professional Council of South Africa (HPCSA) or a person who holds a qualification in Occupational Health recognised as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974(Act No. 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978(Act No. 50 of 1978).

## **2.5 Supervision of Employees**

- 2.5.1 The Contractor must ensure that the Contractor's employees are adequately supervised by a competent person while carrying out work at MOSSEL BAY Municipality's premises.

## **2.6 Personal Protective Equipment**

The Contractor must ensure that each person carrying out work at or visiting MOSSEL BAY Municipality's premises:

- 2.6.1 Is provided with, and wears at all times if necessary, all the appropriate personal protective equipment including if required, but not limited to:
  - (a) head protection (safety helmet),
  - (b) protective footwear (lace-up with steel toe protector),
  - (c) hearing protectors (including ear plugs, ear canal caps, ear muffs and hearing protective helmets),
  - (d) eye protection equipment (including safety glasses or goggles (with sun protection where necessary), wide-vision goggles, face shield and hood),
  - (e) respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator),
  - (f) hand protection (including safety gloves),
  - (g) wet weather clothing and footwear,
  - (h) sun protection cream when exposed to excessive sun,
  - (i) high visibility safety clothing or safety vests when working close to moving traffic or construction vehicles.
- (j) Is informed of any limitations of the equipment, and
- (j) Is provided with the instruction and training necessary to ensure that the equipment controls the risk for which it is provided.

## **2.7 Contractor's Plant and Equipment**

The Contractor must:

- 2.7.1 Comply with, and ensure that all plant complies with, the requirements of the applicable OHS Regulations, including in particular the requirements of:
  - (a) Design, manufacture and registration of plant,

- (b) Supply of plant, and
- (c) Working with plant,
- 2.7.2 Ensure that all hazards arising from the installation, commissioning, erection and use of plant, and the systems of work associated with plant, are identified and the consequent risks assessed and eliminated or controlled,
- 2.7.3 Ensure that all plant is properly inspected, maintained, repaired and cleaned by a competent person in accordance with the requirements of the OHS Regulation and manufacturers' procedures, specifications or instructions, ensure that each employee who will be operating plant:
  - (a) holds any licence or certificate necessary to operate the plant, and
  - (b) has been provided with adequate information and training in the inspection, use, operation, maintenance and care of the plant.

## **2.8 Certification of Employees**

The Contractor must ensure that:

- 2.8.1 each employee who will be carrying out scheduled work under the Construction regulations holds a recognised qualification or a certificate of competency issued by an approved training authority
- 2.8.2 each employee who will be carrying out formwork and scaffolding or who will be operating or using explosive-powered tools holds a certificate of competency.
- 2.8.3 each employee who will be operating a construction vehicle or mobile plant must be in possession of a certificate of competency issued by an approved accredited training authority.

## **2.9 Signs**

- 2.9.1 The Contractor must place or erect signs stating the Contractor's name and contact telephone numbers (including an after-hours emergency telephone number) on each construction site for which the Contractor is appointed principal contractor. The signs must be clearly visible from outside the site.

# **3. CONSTRUCTION WORK**

## **3.1 Contractor Health & Safety Plan**

- 3.1.1 The Principal Contractor must ensure that where construction work carried out under the requirements of the Construction Regulations, a Health & Safety Plan (HSP) is prepared. The Contractor must ensure that the HSP is provided to MOSSEL BAY MUNICIPALITY for review and approval before work commences.

## **3.2 Site-specific Health & Safety Plan**

The Contractor must ensure that a Site-specific Health & Safety Plan is prepared for each place of work at which construction work is to be carried out. In particular, the Contractor must ensure that:

- 3.2.1 the Health & Safety Plan is prepared in accordance with the OHS Act 85 of 1993 and Regulations and the Health & Safety Specification,
- 3.2.3 the Health & Safety Plan is maintained and kept up to date during the course of the work in relation to which the Contractor has been appointed principal contractor, and
- 3.2.4 the Health & Safety Plan is kept at the construction site and is made available for inspection by any person working at or about to commence working at the site, an employee member of an OHS committee, an OHS representative, a person elected by the persons employed at the site to represent a group of employees on health and safety matters or (if the employees agree) an appropriate representative of an industrial organisation of employees.

## **3.3 Safe Work Method Statements**

- 3.3.1 The Contractor must ensure that safe work method statements (whether prepared by the Contractor or its sub-contractors) are prepared in accordance with the Construction Regulations in order to manage high risk activities and signed off by the Contractor.

### **3.4 Sub-Contractors**

The Contractor must ensure that:

- 3.4.1 a copy of the Site-specific Contractor's Health & Safety Plan is provided to each sub-contractor before the sub-contractor commences work at the construction site,
- 3.4.2 if any change is made to the Health & Safety Plan, a copy of any part that has been changed and that is relevant to a sub-contractor is provided to the sub-contractor as soon as practicable after the change is made,
- 3.4.3 each sub-contractor, before commencing work at the site, provides the Contractor with a written safe work method statement for the work to be carried out by the sub-contractor,
- 3.4.4 each sub-contractor is directed to comply with:
  - (a) the safe work method statement that the sub-contractor has provided, and
  - (b) the requirements of the OHS Act and the OHS Regulation,
- 3.4.5 the sub-contractor's activities are monitored to the extent necessary to determine whether the sub-contractor is complying with:
  - (a) the safe work method statement, and
  - (b) the requirements of the OHS Act and the OHS Regulation, and
- 3.4.6 if the sub-contractor is not complying, the sub-contractor is directed to take action immediately to comply with the safe work method statement or the requirements of the OHS Act and the OHS Regulation, or both, and
- 3.4.7 if a risk to the health or safety of a person arises because of the non-compliance, the sub-contractor is directed to stop work immediately and not to resume work until the safe work method statement or those requirements, or both, are complied with, unless an immediate cessation of work is likely to increase the risk to health and safety, in which event the sub-contractor must be directed to stop work as soon as it is safe to do so.

### **3.5 Induction Training**

- 3.5.1 Before the Contractor commences carrying out construction work at MOSSEL BAY MUNICIPALITY's premises the Contractor must ensure that each person who will be carrying out construction work has been inducted by the contractor the a record thereof to be recorded in a register as proof.

#### **3.5.2 Provision of Further OHS Induction Training**

The Contractor must:

- (a) identify any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site, and
- (b) if any such change is identified, ensure that each person carrying out work at the site undergoes such work activity based health and safety induction training or site-specific health and safety induction training as is necessary to enable the person to carry out that work safely despite the change.

#### **3.5.3 Visitors**

The Contractor must ensure:

- (a) that each visitor is provided with all information, instruction, training and personal protective equipment necessary to ensure the visitor's health and safety while at the site.

### **3.6 Safety briefings ('Toolbox Talks')**

The Contractor must:

- 3.6.1 conduct safety briefings ('Toolbox Talks' or pre-work briefings) weekly or before the commencement of each week to discuss the work and deal with problems to be addressed by persons working at the construction site (including hazards associated with the site and the work to be carried out and existing and proposed measures or procedures to control any reasonably foreseeable risk to the health or safety of any person),

- 3.6.2 conduct a safety briefing whenever the Contractor identifies any change in the construction site, and in the activities performed by each person carrying out construction work at the site, that might affect the health or safety of any person on the site,
- 3.6.3 ensure that each person working at the construction site attends any safety briefing, and
- 3.6.4 keep a record of each safety briefing including:
  - (a) the date, time and location of the safety briefing,
  - (b) the specific topics and issues discussed, and
  - (c) the names and signatures of the attendees.

### **3.7 Site Access**

- 3.7.1 The Contractor must ensure that vehicular and pedestrian access to and exit from the construction site is strictly controlled in accordance with appropriate procedures. In particular, the Contractor must ensure that procedures to control and prevent unauthorised entry to the site require:
  - (a) all employees and visitors to sign a visitors' book on entering the site,
  - (b) all visitors to be accompanied at all times by a person who has been provided with OHS induction training.

### **3.8 Hazardous Substances and Dangerous Goods**

- 3.8.1 The Contractor must ensure that a register containing details of all hazardous substances and dangerous goods being used, stored or handled at each place of work at which work in relation to which the Contractor has been appointed principal contractor is carried out is kept and maintained at the place of work while work is being carried out.
- 3.8.2 The disposal of any hazardous substances by contractors must be carried out according regulatory requirements. Proof of the safe disposal of substances needs to be submitted by the contractor upon request by any interested and effected parties.
- 3.8.3 The Contractor must ensure that Material Safety Data Sheets are available for all hazardous substances used, stored or handled at each place of work for information and training of personnel.

### **3.9 Audits and Reviews**

- 3.9.1 The Contractor acknowledges and agrees that MOSSEL BAY MUNICIPALITY, may carry out periodic or occasional audits, inspections and reviews of the Contractor's and the Contractor's sub-contractors' safety management systems, plans, practices and performance, using audit and review frameworks established by the client or agent.
- 3.9.2 The Contractor will be required to submit a corrective action plan to MOSSEL BAY MUNICIPALITY on any non-conformances detected during an audit in writing within 5 days.

### **3.10 Compliance with OHS Act & Regulations**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations at all times for the full duration of the contract. Please note that the Contractor must supply proof that the following conditions of the OHS Act and applicable Regulations has been complied with before construction can start:

- 3.10.1 Submission of site-specific Health & Safety Plan to the Engineer/Client Agent appointed for the project and proof of approval of the submitted Health & Safety Plan;
- 3.10.2 Notification of Construction Work to Department of Labour;
- 3.10.3 Notification to any other authority as may be required;

**Any transgression of the OHS Act and Regulations found upon inspection on site will result in a penalty of R 2,000.00 per incident due to negligence of the Contractor, which will be deducted from payment certificates submitted by the Contractor.**

## **ADDENDUM 2: CONTRACTOR MEMORANDUM OF AGREEMENT**

### **MEMORANDUM OF AGREEMENT**

Entered into by and between

#### **MOSSEL BAY MUNICIPALITY**

(hereinafter referred to as "the Municipality")  
of the one part

and

---

(hereinafter referred to as "the Contractor")  
of the other part

WHEREAS the Municipality manages Construction, Installation and Maintenance work on equipment and other infrastructure belonging to the Municipality

AND WHEREAS the Contractor has agreed to carry out the physical execution of such types of Construction, Installation and / or Maintenance work as agreed between the Municipality and the Contractor from time to time.

#### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

The Contractor undertakes to provide the labour, transport, machinery, instruments and material to carry out the Construction, Installation and / or Maintenance work, subject to the following terms and conditions:

#### **1. DEFINITIONS**

For the purpose of this Agreement, and Annexure A attached hereto, unless the context clearly indicates the contrary, the following words and expressions shall have the meaning hereby assigned to them:

- 1.1 "This Agreement" means this Agreement entered into between the parties and Annexure A hereto.
- 1.2 "The Municipality" means Mossel Bay Municipality.
- 1.3 "The Contractor" means \_\_\_\_\_
- 1.4 "Due Date / Time" shall mean the date and time when the work should be completed in terms of the service levels agreed on between the Municipality and the Contractor.
- 1.5 "Effective Date" means the date on which this agreement comes into effect, which shall be the date of signing.
- 1.6 "Equipment" means all types of installed equipment (regardless of make, brand or age) installed in, on or upon the Sites.
- 1.7 "Designer" means the specific Designer contracted by the Municipality to manage Construction, Installation and/or Maintenance work on their behalf.
- 1.8 "Site/s" means any location where the Client Concerned have equipment or infrastructure installed.
- 1.9 "Operation Procedures" means the procedures contained in Annexure A hereto which the Contractor is obliged to follow when performing work on behalf of the company.

## **2. COMMENCEMENT AND DURATION**

- 2.1 Notwithstanding the date of signature of this agreement, this agreement shall commence on the Effective Date and shall, subject to a breach of any of the provisions hereof, continue in force for the duration of the project, subject to the right of either party to terminate this agreement on no less than 30 (thirty) days written notice to the other party, provided that:
  - 2.1.1 The duration of the contract may be extended for such a period of time as mutually agreed by the Municipality and the Contractor. Such extension will be noted in a formal letter from the Municipality, signed for acceptance by the Contractor.
  - 2.1.2 No contractor may start work without written authorisation of the Municipality.

## **3. OBLIGATIONS OF THE CONTRACTOR**

- 3.1 The work undertaken in terms of this Agreement by the Contractor will be carried out in conformity with all the necessary specifications and requirements prescribed by the Municipality and the Clients Concerned from time to time in respect of Health, Safety, Environmental (HSE) and Technical standards and in strict compliance with:
  - 3.1.1 all and/or any current Statutory Act/s of Parliament of the Government of the Republic of South Africa and any Regulations promulgated under any such Act.
  - 3.1.2 all and/or any existing or new Municipal or Local or Statutory Authority laws, Bye-laws, regulations and or Notices and Proclamations; and
  - 3.1.3 all and/or any current requirements of, or directives received from, any Governmental departments or bodies or Statutory Authorities charged with the administration and/or enforcement of any Acts of Parliament, Municipal or Local or Statutory Authority's Law, Bye Laws regulations and/or Notices and Proclamations.
  - 3.1.4 The Occupational Health and Safety Act 85 of 1993 and OHS Regulations
  - 3.1.5 The Compensation for Occupational Injuries and Diseases Act (130 of 1993), be registered with the Compensation Commissioner and have a letter of good standing
  - 3.1.6 The Wiring regulation or Bye-Laws of the particular Municipality, Local and-or Statutory Authority prevailing in the area where any Site is situated and/or work carried out, or in the absence of such Laws, Bye Laws or Regulations, the Wiring Regulations as sanctioned by the SABS shall apply as the standard.
- 3.2 The Contractor undertakes that while its employees or agents are engaged in the carrying out of construction/installation/repair and/or maintenance work at any of the Sites, they will carry out their duties in such a way as to minimize any interference caused to the operations at the Sites.
- 3.3 The Contractor shall at the request of the Municipality remove from the sites any employee, agent and/or servant who, in the reasonable opinion of the Municipality constitutes a threat to the safe operation of the Site, and this shall not in any way affect the Contractor's obligations under this Agreement.
- 3.4 The Contractor undertakes to pay all its employees at least minimum wages and to comply with all conditions of employment laid down by law including registration in terms of the Workman's Compensation Act, Unemployment Insurance.
- 3.5 The Contractor shall preserve all manufacturer and supplier warranties and guarantees by complying with all pre-conditions relating to the installation, service and maintenance laid down by the manufacturers and suppliers of such equipment and shall, as far as reasonably possible, ensure that such manufacturers and suppliers honor their warranties and guarantees.
- 3.6 Where the Contractor fails to carry out any work within the specified period, the Municipality shall have the right to recover from the Contractor reasonable charges raised by a third party contracted by the Municipality to effect the work, provided that the Municipality shall before instructing such third party warn the Contractor that, in view of its failure to effect the service, a third party is to be instructed to do so unless the Contractor effects the service within a reasonable stipulated period.

- 3.7 It is noted that in terms of the OHS Act, contractors and their employees are not permitted to work under hazardous conditions or on equipment that is unsafe. Except where there is a contractual obligation to render the situation or equipment safe, contract employees will not be required or permitted to work in such situations. Delays and stoppages due to health and safety legal non adherences are the full responsibility of the contractor.
- 3.8 The Contractor will ensure that its personnel are properly and correctly trained and equipped with the appropriate tools, safety clothing and safety equipment and that they carry adequate and correct stock levels of spares and materials to be able to carry out the work safely and without unnecessary interruptions on the Site.
- 3.9 The contractor will carry a minimum guarantee of 12 months on all materials used and on all workmanship. In certain cases longer guarantees will be required as specific in enquiry documentation.

## ANNEXURE A

### HEALTH, SAFETY AND ENVIRONMENTAL (HSE) RULES

#### 1. INTRODUCTION

Work on buildings and roofs can pose the normal dangers associated with work performed at elevated heights, including the dangers of workman falling from these heights and the dangers to other workers and the general public associated with falling objects.

- 1.1 Contractor's employees should also be made aware that safety is not only the responsibility of the employer, but that the OHS Act specifically makes provision for the responsibilities of employees. These responsibilities must be clearly understood by all Contractors' employees.
- 1.2 It is agreed and understood that the nature of the work may be such that a precise work specification is not always possible or practical. Notwithstanding the aforesaid circumstances all work shall be carried out in accordance with the best industry engineering practices and in accordance with the directions and to the satisfaction of the Municipality. Work of a construction nature will conform to the requirements of the Construction Regulations in conjunction with other OHS Act related Regulations and the contractor must provide evidence of the requirements prior to commencement of the contract.
- 1.3 The Contractor shall inform the Municipality of any hazardous situations that may arise from the work being performed.
- 1.4 Potential HSE risks associated with work includes but is not limited to those listed in the table below:

HAZARD	TYPICAL CAUSE	REASON	PRECAUTIONS
Fire/Explosion	Gasoline, Kerosene, LPG Diesel Oil	Products with low flash point cause explosive / flammable vapours	No smoking, open fires, machinery to cause sparks, except in demarcated areas
Asbestosis	Prolonged exposure and inhalation of asbestos fibres	Scarring of lung tissue from asbestos fibre inhalation	Wear approved breathing masks when working with asbestos products
Slippery Surfaces	Slippery Walk Ways & Stairways	Oil on slippery surfaces (Metal Walkways)	Wear safety shoes with correct soles
Soil, Pollution, Potential Fire Hazard	Damage to product lines, tanks: Spills	Accidental release of product from pipelines, tanks etc.	Extreme care when excavating/manoeuvring machinery close to lines or tanks. Disconnecting pipelines
Electrocution	Live High Voltage Cables/Switchgear	Accidental contact with live equipment causes serious burns or death	Extreme care when excavating, avoid unauthorised entry into substations, or tampering with cables: lock out systems
Poisoning	Toxic vapours in confined spaces	Inhalation of toxic vapours	Wear self-contained breathing apparatus, avoid unauthorised entry into confined spaces, ensure proper ventilation



HAZARD	TYPICAL CAUSE	REASON	PRECAUTIONS
Asphyxiation	Excess nitrogen or carbon dioxide	Lack of oxygen	Ventilate and refresh atmosphere (if oxygen level is below 19.5% wear breathing apparatus).
Vehicle Accidents	Collision	Vehicle driven without the necessary caution	Drive according to rules, taking into account site conditions, weather and visibility...
Falling from high equipment	Working in an elevated position	Not wearing a safety harness	Wear a safety harness
Crushing (broken limbs)	Disturbing stacked drums/pallets	Destabilising heavy containers causes uncontrolled movement	Avoid storage areas. Identify unsafe stacking.
Amputation of limbs (hands and fingers)	Contact with high speed rotating machinery	Rotating members grab hold of clothing, limbs, etc.	Lock-out rotating machinery before working on it.
Head injury	Objects falling from overhead	Accidental release of object	Wear hard hat on construction site, including visitors. Erect safety nets.
Damage to hearing	Noise from machines	Noise levels above 85 dBA for extended periods	Wear hearing protection in demarcated areas, or next to noisy machines
Leg & Ankle Injuries	Objects in walkways, drains, trenches & pits	Stumbling over objects or falling into unprotected pits and drains	Clean up rubble, avoid pits and drains

## 2. GUIDANCE IN CASES OF UNCERTAINTY

- 2.1 If any uncertainty regarding the safety of site working conditions should arise, the Municipality's responsible person for the project, must be contacted immediately for guidance.

## 3. APPOINTMENT OF RESPONSIBLE PERSON

- 3.1 The Contractor's Responsible Person shall at all times have his / her written appointment as well as a copy of these rules close at hand whilst on the work site and shall be fully familiar with the requirements thereof.
- 3.2 The Contractor will allow the Municipality to examine the appointment letter of the Responsible Person during site inspections.
- 3.3 The Contractor will allow the Municipality to test the knowledge of the Contractor's personnel, including that of the Responsible Person, regarding these rules during site inspections.

#### **4. DEMARCATION OF WORK AREAS**

- 4.1 Work areas that pose a potential danger to people and public, must be visibly or structurally cordoned off with barriers, netting or wire-fencing with hazard tape applied in zig-zag formation. The method used must be suitable for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes.
- 4.2 The barriers, netting and wire- fencing hazard tape must be neat and clearly visible.
- 4.3 Temporary lighting or effective reflectors shall be implemented if the danger exists that barriers become ineffective during poor visibility or darkness.
- 4.4 Clearly visible Safety Signs shall be installed by the contractor to alert third parties entering the work area of the dangers / hazards that exists in such a work area. These signs shall comply with SABS standards and shall be appropriate for the type of work performed in the work area.

#### **5 CONDUCT OF CONTRACTOR'S PERSONNEL**

- 5.1 The Contractor shall instruct its employees to comply with the following:
  - 5.1.1 Contractor's employees shall be alert and well rested before starting a new shift. Exhaustion can dull the senses and can lead to unnecessary errors and accidents.
  - 5.1.2 No one shall enter any part of the Municipality's premises, including the work site, other than for the purpose carrying out the work specified for the project.
  - 5.1.3 A Contractor may not commence with work on a site, before their presence has been notified to the person in charge of the site.
  - 5.1.4 All Contractor personnel needing access must be issued by the Contractor with a suitable form of identification.
  - 5.1.5 Smoking in buildings and in hazardous areas is strictly forbidden, except in the authorised smoking or other designated areas. Anybody found smoking outside the designated smoking rooms or designated areas may be immediately removed from the premises or dealt with according to disciplinary procedures.
  - 5.1.6 No fire or naked light, matches, cigarette lighters or any other apparatus which can cause ignition, shall be taken into a hazardous area.
  - 5.1.7 Personal protective equipment shall be used and worn in accordance with the safety regulations.
  - 5.1.8 Horseplay, fooling around, skylarking, practical joking, fighting or acting irresponsibly or in an undignified manner is prohibited. Good discipline must be maintained at all times.
  - 5.1.9 Running up and down stairs shall not be allowed.
  - 5.1.10 Workers shall be trained to refuse using defective or unsafe equipment.
  - 5.1.11 Stacked items shall be stable and stacked neatly at all times.
  - 5.1.12 Workers shall not clean dust from overalls or skin with compressed air.
  - 5.1.13 Access to and from the work area, must only be via recognised roads or access ways, and not over fences.
  - 5.1.14 Every contract employee must be familiar with the meaning of and obey safety signs / symbols.
  - 5.1.15 Maintenance work on electrically powered equipment, tools and machinery shall only be performed by suitably qualified personnel.
  - 5.1.16 The electrical supply to such equipment shall be switched off at the appropriate isolation switch during the time that protective covers are removed and while physical work is performed on any non-insulated electrical component parts.
  - 5.1.17 The isolation switch to such equipment shall preferably be locked during the time of the maintenance work and the key to such a lock shall be carried by the person performing the maintenance work.
  - 5.1.18 If it is not possible to lock the isolation switch, the person performing the maintenance work shall secure a clear "Men At Work" sign onto the isolation switch or onto the door or cover that covers such isolation switch.
  - 5.1.19 The person performing such maintenance work shall before commencing any physical work on non-insulated component parts; ensure that there is no electrical power present at such parts, by

- performing a test using a reliable instrument.
- 5.1.20 When new circuits are installed, the isolation switches and / or circuit breakers for such circuits shall be properly marked in accordance with good electrical reticulation practice and certificates of electrical compliance shall be issued to the Municipality.
  - 5.1.21 After completion of the maintenance work and before switching on the isolation switch for testing purposes, the person performing such work shall ensure that all electrical connections are tightly bolted or screwed to their counterparts, that the circuitry is correctly wired and that no short circuits exist.
  - 5.1.22 No unqualified or unauthorized person shall be allowed in close proximity to equipment with exposed uninsulated electrical component parts, while electrical tests are being performed. The person conducting such tests shall ensure that the test instruments used are reliable and safe and shall take extra care to prevent accidental contact with live electrical component parts.
  - 5.1.23 On completion of the work, all protective covers shall be properly secured and all protective doors locked.
  - 5.1.24 Contractor's employees must obey the barricaded areas and safety signs erected by other contractors.
  - 5.1.25 Certain facilities may be equipped with electrified security fences. These fences should be considered live at all times when working next to them.
  - 5.1.26 It is essential that good housekeeping be maintained throughout the period of any work both at the work site and in and around any temporary buildings. The working area is to be kept tidy at all times, escape and other access ways kept clear, safety and fire fighting equipment kept accessible and surplus/scrap material removed daily. Cleaning up only at the end of a job is not considered sufficient. Spillage of oil or chemicals shall be cleared up immediately in view of the hazards of fire, slippery surfaces, toxic substances, etc. Appropriate safety precautions shall be taken during the clearing up. Contractors may only use the toilet facilities provided.
  - 5.1.27 Refuse, especially flammable material (waste rags, waste paper etc.), may only be placed in suitably marked refuse bins. The use of flammable solvents and gasoline for cleaning purposes must be avoided.
  - 5.1.28 The Contractor's specific attention is drawn to the fact that undisturbed piles of rag or cloth or other media soaked in oil, grease or petrol can spontaneously ignite and must therefore be disposed of on a daily basis in the appropriate manner.
  - 5.1.29 The dumping of litter in storm water and sewer systems is prohibited.
  - 5.1.30 The removal and disposal of asbestos contained material has to be carried out by a contractor who can demonstrate to the Municipality that it is familiar with the safe handling of such products, and who have the necessary accreditation with local environment authorities.

## **6 RIGHT OF ACCESS**

- 6.1 The Company may refuse access to a work site by any one of the Contractors personnel who has proven by his / her action to have a disregard for any of the relevant HSE requirements. Such action by the Contractor shall not result in any claims on the Municipality by the Contractor.
- 6.2 Incidents involving serious misconduct includes, but is not limited to:
  - 6.2.1 Possession of illegal drugs, liquor or other intoxicating substances on the premises;
  - 6.2.2 Intoxication, and/or consumption of an intoxicating substance;
  - 6.2.3 Unauthorised possession of property of Mossel Bay Municipality;
  - 6.2.4 Fighting/assaulting of personnel;
  - 6.2.5 Possession of dangerous weapons;
  - 6.2.6 Violation of HSE rules as stipulated in this specification.

## **7 MAINTENANCE AND OPERATION OF EQUIPMENT, MACHINES INSTRUMENTS AND TOOLS**

- 7.1 The Contractor must ensure that all equipment, machines, instruments and tools used by the Contractor's personnel on a work site are maintained in a good, safe working order and suitable for the work to be performed and all personnel handling and/or operating same as adequately and appropriately trained to do so.
- 7.2 Test instruments must have valid and current calibration certificates.
- 7.3 All lifting gear and cranes provided by the contractor must be inspected and approved for safety the contractor's appointee or Responsible Person, before being used.
- 7.4 Scaffolding must be of a SABS Approved, robust design and may only be erected, modified and dismantled by a competent scaffold erector with a qualification issued by an accreditor training institution. A competent scaffold inspector must approve all scaffolding material and structures before being used. Toe boards should be fitted to all four sides. The platform boards should be secure, safe and not be cracked. Empty drums or ladders are not to be used as part of temporary platforms or staging.
- 7.5 Ladders may only be used for as a means of access for light duties of short duration and the ladder may not extend more than 3 meters above the safe surface, whilst the worker's mid thigh may not extend above the top tread.
- 7.6 Ladders must be fitted with non-slip feet, rungs should not be painted, free from dirt and the frame must be firm and in a good state of repair.
- 7.7 If the work area below and around scaffolding and ladders cannot be properly cordoned off, safety nets and/or suitable shields shall be erected below such scaffolding and ladders to protect the public and their property from falling objects when work is performed at elevated heights.
- 7.8 Contractors shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles in the facility.
- 7.9 No contractor vehicle, equipment or machine will be permitted onto the facility unless:
  - 7.9.1 Such vehicle is in a roadworthy condition, and in the case of equipment and machines, has been inspected and approved by the Contractor's Responsible Person.
  - 7.9.2 Contractor machines and equipment must display suitable identification, stating a re-inspection date. Contractors may be required to remove machines or equipment without valid identification from the facility premises.
  - 7.9.3 Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/ or a safety inspection by the Municipality.
- 7.10 The following will be applicable to the Operation of vehicles:
  - 7.10.1 All drivers must hold and be able to produce a valid driver's license.
  - 7.10.2 Maximum speed limit inside the construction site is 30km/h, unless otherwise indicated.
  - 7.10.3 Always give way for emergency vehicles (fire, ambulance or rescue vehicles).
  - 7.10.4 Warning, safety and road signs must always be obeyed.
  - 7.10.5 Pedestrians have the right of way in the construction area.
  - 7.10.6 All passengers must be properly seated.
  - 7.10.7 Overloading of vehicles is not permitted.
  - 7.10.8 People and freight may not be transported together unless the freight has been secured and sufficient, safe seats separate from the freight, have been provided.
  - 7.10.9 Transporting passengers on cranes, forklifts, mechanical shovels or other equipment is prohibited, unless such vehicles are equipped with additional seating.
  - 7.10.10 Reckless driving or non-observance of these instructions may be cause for the withdrawal of the authorisation of the driver to operate within the construction site.
  - 7.10.11 The occupants of vehicles, whilst on Municipal related business, including journeys to and from work sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.
  - 7.10.12 During excavations, the Contractor shall take extra care, by consulting site drawings, extrapolating positions from the positions of above ground equipment, etc., not to damage any underground equipment.
  - 7.10.13 If any such equipment is damaged during excavations, the necessary precautions shall be taken

immediately to make the situation as safe as reasonably possible, and the relevant Municipal maintenance manager or standby contact person must be contacted immediately for advise on further action to be taken.

## **8 EMERGENCY AND FIRE DRILL PROCEDURES**

- 8.1 The Contractor shall check the emergency procedures and the location and condition of the emergency equipment. If the Contractor considers these to be unsatisfactory or not fully appropriate for the work, it shall take steps in consultation with the Municipality to improve them.
- 8.2 When an alarm is sounded for a fire or other emergency, the following action shall be taken:
  - 8.2.1 Emergency alarm: Immediately secure/de-energise all equipment, move to the nearest safe emergency assemble point and wait for instructions from the facility manager.
  - 8.2.2 All work permits are invalidated by an emergency and have to be re-issued or re-authorised by the facility manager before work can recommence.
  - 8.2.3 Under no circumstances may water from the fire mains be used without permission from the facility manager.
  - 8.2.4 When performing hot work or other work that may cause a fire, the Contractor's shall make their own arrangements to have suitable and sufficient numbers of fire fighting equipment close at hand or use the Municipality's equipment having prior consent.
- 8.3 All emergency equipment for fighting of fire, ensuring the safety and security of personnel and facilities, may not be removed or obstructed.
- 8.4 Emergency alarms could be tested during emergency exercises. The contractor's supervisor will be informed prior to such exercises.

## **9 SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT**

- 9.1 The Contractor shall provide adequate and appropriate first aid equipment and other safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice), and shall maintain this equipment in a professional manner as dictated by legal and industry standards. In addition, the Contractor shall keep up-to-date records of all said equipment.
- 9.2 If there are more that 5 contractor employees on a work site, the contractor shall provide a properly equipped First Aid box on site. At least one employee per group of 10 shall have a valid First Aid Training certificate.
- 9.3 The contractor shall ensure that all contract personnel under his supervision have been trained in the proper use, maintenance and limitations of safety equipment.
- 9.4 Free access by all persons to all fire extinguishing and safety equipment must be maintained at all times.
- 9.5 The Contractor's Responsible Person must not require, or permit a contract employee to work unless the required safety equipment is used.
- 9.6 The Contractor shall supply its personnel and sub-contractor's personnel with adequate protective clothing and equipment as required in connection with the safe performance of the work. The personal protective clothing and other protective equipment shall be maintained in good condition, and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice.
  - 9.6.1 Only SABS-approved safety shoes must be worn in operating and construction areas.
  - 9.6.2 Safety hats are to be worn at all sites where there is a possibility of head injuries.
  - 9.6.3 Gloves of a type approved, must be worn whenever handling hazardous chemical substances, or if there is a possibility of cutting the skin when abrasive or sharp materials are being man-handled.
  - 9.6.4 Hearing protection of a type approved, must be worn in all areas classified and demarcated as noise zones or when working with machinery that generates noise above 85dB(A) such compactors and jackhammers etc.
  - 9.6.5 Safety glasses and face shields must be worn when involved in a concussive or abrasive operation likely to cause flying debris, or when gas or arc welding/cutting is being carried out, or when decanting

or handling hazardous chemicals.

- 9.6.6 Sand blasting, grinding and disc cutting operations, should preferably be done using equipment and/or procedures that do not produce dust. In cases where this is not possible, SABS-approved respiratory equipment must be worn and the area must be enclosed to contain dust generation to a minimum.
- 9.6.7 Safety harnesses shall be used to secure workers to building structures when working at elevated heights (2 meters) and where a risk of falling from such heights is not protected by any other means.
- 9.6.8 The wearing of loose over-clothes, sandals and/or shorts in the facility's operational areas and for construction work, is prohibited. Long sleeve shirts and long trousers, preferably overalls, must be worn. Long hair constitutes a hazard around machinery and must be properly secured.

## **10 COMPENSATION FOR INJURY**

- 10.1 The Contractor must provide proof of registration with Compensation Fund (COIDA) by means of submitting a valid Letter of Good Standing to the Municipality.
- 10.2 It is the contractor's responsibility to forward any relevant accident / injury documentation and details to the commissioner on behalf of its employees.

## **11 REPORTING OF ACCIDENTS AND INCIDENTS**

- 11.1 Any incident, condition or act that could or could have caused injury, damage or loss or affect the environment must be reported to the Municipality. Such reports shall include but not be limited to the following:
  - 11.1.1 fatalities and lost-time injuries to its personnel or sub-contractor personnel;
  - 11.1.2 comparable injury to third parties;
  - 11.1.3 damage to plant or equipment;
  - 11.1.4 loss of containment;
  - 11.1.5 actual or potential damage to the environment;
  - 11.1.6 outbreak of fire.
- 11.2 The contractor is responsible for reporting, in terms of the OHSAct (85 of 1993), all "reportable incidents" to the Department of labour.
- 11.3 Immediate notification shall be followed by a full Incident Investigation Report to the Municipality's Responsible Person within 24 hours for serious accidents and 72 hours for minor accidents.

## **12 ENVIRONMENTAL AWARENESS**

- 12.1 The Contractor shall pay due regard to the environment by preserving air, water, soil, animal and plant life from adverse effects of the Contractor's activities, and minimise any nuisance which may arise from such operations. The Contractor must at all times adhere to the environmental laws and impact control guidelines and procedures published from time to time as follows:
  - 12.1.1 Ad-hoc dumping on any part of the facility is strictly prohibited.
  - 12.1.2 Liquid waste or sludge shall not be allowed to enter the facility storm water/sewer system.
  - 12.1.3 In the event of any product stored in tanks or pipelines being accidentally, or otherwise, released, the facility manager and the relevant Municipal maintenance manager must be informed without delay.
  - 12.1.4 Machinery to be used at the facility must be fitted with muffling devices to reduce the likelihood of noise pollution.

### **13 OCCUPATIONAL HEALTH AND HYGIENE**

- 13.1 The Contractor shall be responsible for the medical welfare of its own and sub-contractor personnel.
- 13.2 The Contractor shall ensure that all its personnel and sub-contractor's personnel are medically fit to perform their work. If requested by the Municipality, the Contractor shall provide medical certificates for its own and sub-contractor personnel.
- 13.3 The Contractor shall adhere to all applicable government regulations or the Municipality's guidelines for medical surveillance or industrial hygiene monitoring.
- 13.4 The Contractor shall ensure that its personnel and sub-contractor's personnel maintain the highest standards of hygiene.
- 13.5 If separate accommodation for Contractors personnel is provided (e.g. contractor's huts), the Contractor shall comply with the relevant legal standards for: sanitation, sewage, hygiene, water supply, sleeping quarters, food establishments, laundry and garbage disposal.
- 13.6 All contract personnel must eat meals in designated areas only. The storage or eating of food in work areas or workshops is strictly prohibited.

### **14 SPECIFIC UNDERTAKING BY CONTRACTOR'S MANAGEMENT**

- 14.1 We, representing the contractor, have read and understand the Health, Safety & Environmental requirements stated herein and we undertake to adhere to the letter and spirit of these rules. We undertake to train our employees and to enforce the implementation thereof at all levels in our organisation. We understand that the breach of the Health, Safety & Environmental rules will be considered as a serious breach of this agreement and that it can lead to the permanent cancellation of this agreement.



## **MOSSel BAY MUNICIPALITY**

### **AGREEMENT WITH MANDATARY**

Date: .....

**OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**  
**Section 37(1) & (2)**

**CONSTRUCTION REGULATIONS 2014**  
**Construction Regulation 5**

**AGREEMENT WITH MANDATORY IN TERMS OF SECTION 37(1) & (2)**

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

**Mossel Bay Municipality**  
(Hereinafter referred to as **Client** / Principal Contractor / Contractor)

AND

.....  
**Principal Contractor** / Contractor



## MOSSEL BAY MUNICIPALITY

CONTRACT NO / ORDER NO .....

### OHS MANDATORY FORM

(TO BE COMPLETED AND SIGNED BY ALL MANDATES)

### OCCUPATIONAL HEALTH & SAFETY ACT

NO 85 OF 1993

**Note: Section 1(1)(xxviii) of the Act defines a “Mandatory” as including “an Agent, a Contractor or a Subcontractor for Work”.**

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act 85 of 1993, hereinafter referred to as “the Act”, the Contractor as an employer in its own right and in its capacity as Contractor the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (i) The contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act; and
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the Contract; and
- (iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

.....  
WITNESS

.....  
FOR AND ON BEHALF OF MOSSEL BAY MUNICIPALITY

Signed at ..... on the ..... day of .....201\_.

.....  
WITNESS

.....  
FOR AND ON BEHALF OF .....

Signed at ..... on the ..... day of .....201\_.

## MOSSEL BAY MUNICIPALITY

### CHECKLIST TO TENDER DOCUMENT/COMPULSARY DOCUMENTATION

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: (Failure to submit this documentation will result in the tender being non-responsive). (To be completed and signed by the Bidder):

Nr	Description	YES	NO
1.	Valid tax compliance PIN		
2.	Valid original OR valid copy of B-BBEE certificate or sworn affidavit as per legislation		
3.	Valid letter OR valid copy of Letter of Good Standing from the Compensation Commissioner		
4.	Copy of the latest (month prior to tender closure) <b>Municipal Accounts</b> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
	OR		
	Copy of the <b>Lease Agreements</b> or <b>Rental Statement</b> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
5.	Copy of CIDB registration (if applicable)		
6.	MBD 1 – Is the form duly completed and signed?		
7.	MBD 4 – Is the form duly completed?		
8.	MBD 5 – If applicable is it completed?		
9.	MBD 6.1 – Is the form duly completed and signed?		
10.	MBD 6.2 – Is the form duly completed and signed?		
11.	Authorised Signatory – Is the form completed OR resolution attached?		
12.	All required sections <b>completed and signed</b> by the Authorised Signatory?		
13.	MBD 8 – Is the form duly completed and signed?		
14.	MBD 9 – Is the form duly completed and signed?		

15.	Declaration - Is the form duly completed and signed?		
16.	Contract form - Is the form duly completed and signed?		
<b>ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER</b>			
17.	Supporting documents relating to functionality as per section 1.4.1		
18.	Bill of Quantities as per Section 2.2 and supporting engineer and architect drawings		

I, ..... confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

.....  
Signature

.....  
Date

# ATTACHED: BILL OF QUANTITY ARCHITECT AND ENGINEER DRAWINGS

## INFO SCHEDULE - PCW009 - NEW EMERGENCY CONTROL CENTRE FOR MOSSEL BAY MUNICIPALITY

### B CONTRACT INFORMATION

#### 1 Definitions

<u>Method of tender</u>	Bills of Quantities
<u>Guideline used:</u>	ASAQS Standard System of Measuring Building Work, Seventh Edition (2015)
<u>Contract to be signed:</u>	JBCC Edition 6.2 Principal Building Agreement
<u>Fixed or variable rates:</u>	Fixed
<u>Fixed or variable quantities:</u>	Variable
<u>PC Amount:</u>	An amount included in the contract sum for the delivered cost of materials and goods obtained from a supplier as instructed by the principal agent, excluding labour, equipment and consumables
<u>Provisional sum/Net sum:</u>	An amount included in the contract sum for the cost of full installation obtained from a subcontractor as instructed by the principal agent, excluding profit and attendance of main contractor
<u>Budgerary allowance/Contingency:</u>	An amount included in the contract sum for possible details to be finalized, no profit and attendance to be added

#### 2 Law, regulations and notices

<u>Law applicable to the works:</u>	RSA
<u>Currency applicable:</u>	South African Rands (ZAR)

#### 3 Documents that forms part of this tender

- i) Municipality Tender Document
- ii) Bills of Quantities, to read in conjunction with reference documents noted in preliminaries
- iii) Architect drawings
- iv) Engineer drawings

#### 4 Insurances

<u>Contract works insurances by:</u>	Employer for the amount (inc vat):	R	7 200 000,00
<u>Supplementary insurances:</u>	Contractor for the amount (inc vat):	R	5 000 000,00
<u>Public liability insurances:</u>	Contractor for the amount (inc vat):	R	10 000 000,00

#### 5 Obligations of the Employer

<u>Existing premises will be in use and occupied:</u>	Empty space, but occupied adjacent buildings
<u>Restriction of working hours:</u>	As per local authority
<u>Natural features and known services to be preserved by the contractor:</u>	Trees to parking area
<u>Restrictions to the site or areas that the contractor may not occupy:</u>	All activity within approved construction fence area
<u>Supply of free issue:</u>	Yes, to be confirmed

#### 6 Direct contractors

<u>Extent of work:</u>	Electrical work (As a option only - see changes to contract)
<u>Extent of work:</u>	Plumbing & drainage (As a option only - see changes to contract)
<u>Extent of work:</u>	Mechanical work (As a option only - see changes to contract)
<u>Extent of work:</u>	Glazing (As a option only - see changes to contract)

#### 10 Schedule of variables

Please refer to BOQ; P6 Item 58 till P7 Item 70 for this information

#### 11 Changes made to the contract clauses

- i) The employer is entitled to omit any/all the following scope of works from the main contractor after tender stage, please provide a attendance amount (rate only) on each trade for management of the direct contractors (Refer to nominated subcontractor attendance definitions), the management fee will be added should a trade be omitted from the main contract: (Please fill in rate only below)
  - 1) Electrical work: R.....
  - 2) Plumbing & drainage: R.....
  - 3) Mechanical work (HVAC) : R.....
  - 4) Glazing (Doors & windows): R.....
- ii) 10% Payment reduction will be applicable

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No	Quantity	Rate	Amount
<b><u>SECTION NO 1</u></b>			
<b><u>BILL NO 1</u></b>			
<b><u>PRELIMINARIES</u></b>			
<b>BUILDING AGREEMENT AND PRELIMINARIES</b>			
<b><u>Disclaimer</u></b>			
<u>Guidelines</u>			
The JBCC Principal Building Agreement edition 6.2 (May 2018 prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described			
The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities			
The ASAQS Model Preambles for Trades (November 2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles.			
The ASAQS Standard System of Measuring Building Work, Seventh Edition (2015) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Standard System.			
<b>Carried forward</b>		R	
SECTION NO. 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>		R	
	<u>General</u>			
	Contractors are referred to the above mentioned documents for the full intent and meaning of each clause thereof.			
	These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above mentioned documents			
	<u>Pricing of this BOQ</u>			
	<u>Preliminaries</u>			
	The amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)			
	Not all preliminary items have to be priced			
	<u>Building &amp; External work (Measured items)</u>			
	All items have to be priced. Should no rate be inserted it will be deemed as no cost or included elsewhere			
	<u>Provisional Amounts</u>			
	Tender are not allowed to change amounts, only profit & attendance may be added if required.			
	<b>SECTION A - PRINCIPAL BUILDING AGREEMENT</b>			
	<u>Interpretation</u>			
1	Clause 1 - Definitions and Interpretation	Item		
2	Clause 2 - Law, Regulations and Notices	Item		
3	Clause 3 - Offer and Acceptance	Item		
	<b>Carried forward</b>		R	
	SECTION NO. 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>		R	
4	Clause 4 - Cession and Assignment	Item		
5	Clause 5 - Documents	Item		
6	Clause 6 - Employer's Agents	Item		
7	Clause 7 - Design Responsibility	Item		
	<b><u>Insurances and Securities</u></b>			
8	Clause 8 - Works Risk	Item		
9	Clause 9 - Indemnities	Item		
10	Clause 10 - Insurances	Item		
11	Clause 11 - Securities	Item		
	<b><u>Execution</u></b>			
12	Clause 12 - Obligations of the Parties	Item		
13	Clause 13 - Setting Out	Item		
14	Clause 14 - Nominated Subcontractors	Item		
15	Clause 15 - Selected Subcontractors	Item		
16	Clause 16 - Direct Contractors	Item		
17	Clause 17 - Contract Instructions	Item		
	<b><u>Completion</u></b>			
18	Clause 18 - Interim Completion	Item		
19	Clause 19 - Practical Completion	Item		
20	Clause 20 - Completion in Sections	Item		
21	Clause 21 - Defects Liability Period and Final Completion	Item		
22	Clause 22 - Latent Defects Liability Period	Item		
	<b>Carried forward</b>		R	
	SECTION NO. 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>		R	
23	Clause 23 - Revision of Date for Practical Completion	Item		
24	Clause 24 - Penalty for Late or Non completion	Item		
	<b><u>Payment</u></b>			
25	Clause 25 - Payment	Item		
26	Clause 26 - Adjustment of the Contract Value and Final Account	Item		
27	Clause 27 - Recovery of Expense and/or Loss	Item		
	<b><u>Suspension and Termination</u></b>			
28	Clause 28 - Suspension by the Contractor	Item		
29	Clause 29 - Termination	Item		
	<b><u>Dispute Resolution</u></b>			
30	Clause 30 - Dispute Resolution	Item		
	<b>SECTION B - ASAQS PRELIMINARIES</b>			
	<b><u>Definition and Interpretation</u></b>			
31	1.0 - Definitions and Interpretation	Item		
	<b><u>Documents</u></b>			
32	2.1 - Checking of documents	Item		
33	2.2 - Provisional bills of quantities	Item		
34	2.3 - Availability of construction documentation	Item		
	<b><u>Previous Work and Adjoining Properties</u></b>			
35	3.1 - Previous work - dimensional accuracy	Item		
36	3.2 - Previous work - defects	Item		
37	3.3 - Inspection of adjoining properties	Item		
	<b>Carried forward</b>		R	
	SECTION NO. 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES			



**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>		R	
	<b><u>Samples, Shop Drawings and Manufacturer's Instructions</u></b>			
38	4.1 - Samples of materials	Item		
39	4.2 - Workmanship samples	Item		
40	4.3 - Shop drawings	Item		
41	4.4 - Compliance with manufacturer's instructions	Item		
	<b><u>Deposits and Fees</u></b>			
42	5.1 - Deposits and fees	Item		
	<b><u>Temporary Services</u></b>			
43	6.1 - Water	Item		
44	6.2 - Electricity	Item		
45	6.3 - Telecommunication facilities:	Item		
46	6.4 - Ablution facilities	Item		
	<b><u>Prime Cost Amounts</u></b>			
47	7.1 - Responsibility for prime cost amounts	Item		
	<b><u>Special Attendance on N/S Subcontractors</u></b>			
48	8.1 - Special attendance	Item		
	<b><u>General</u></b>			
49	9.1 - Protection of the works	Item		
50	9.2 - Protection/isolation of existing/sectionally occupied works	Item		
51	9.3 - Security of the works	Item		
52	9.4 - Notice before covering work	Item		
53	9.5 - Disturbance	Item		
	<b>Carried forward</b>		R	
	SECTION NO. 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>		R	
54	9.6 - Environmental disturbance	Item		
55	9.7 - Works cleaning and clearing	Item		
56	9.8 - Vermin	Item		
57	9.9 - Overhand work	Item		
	<b><u>Schedule of Variables</u></b>			
58	10.1 - Provisional Bills of Quantities	Item		
	Yes			
59	10.2 - Availability of Construction Documentation	Item		
	Yes please refer to drawings (Addendum A Drawings)			
	Architect (Arcxl):			
	100 Rev 2 - Site development plan			
	101 Rev 2 - Floor plans			
	200 Rev 2 - Ceilings and sections			
	Engineer (Shama Consultants)			
	01 Rev 0 - Structural site layout			
	02 Rev B - Foundation and first floor layout			
60	10.3 - Previous work - Dimensional Accuracy	Item		
	Appointed contractor will need to confirm existing building size and notify should it not correspond with drawings			
61	10 .4 - Previous work - Defects	Item		
	Contractor must notify client of his/her agent should a previous defect be found during construction.			
62	10.5 - Inspection of Adjoining Properties	Item		
	Contractor will need to do an inspection of existing adjoining buildings to note any structural cracks, issues before construction commences for record purposes			
63	10.6 - Water	Item		
	<b>Carried forward</b>		R	
	SECTION NO. 1			
	PRELIMINARIES & GENERAL			
	BILL NO. 1			
	PRELIMINARIES			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>		R	
	Option A (By Contractor) - No Option B (By Employer - Free of charge) - No Option C (By Employer - Metered) - Yes			
64	10.7 - Electricity	Item		
	Option A (By Contractor) - No Option B (By Employer - Free of charge) - No Option C (By Employer - Metered) - Yes			
65	10.8 - Telecommunications	Item		
	Telephone      Yes E-mail          Yes Facsimile      No			
66	10.9 - Ablution facilities	Item		
	Option A (By Contractor) - Yes Option B (By Employer) - No			
67	10.10 - Protection of the works	Item		
	Please be diligent to adjoining buildings in use.			
68	10.11 - Protection / isolation of existing / sectionally occupied works	Item		
	Yes			
69	10.12 - Disturbance	Item		
	Take note the construction site is located at a Golf club in a residential neighbourhood, after hour and weekend works will be limited.			
70	10.13 - Environmental disturbance	Item		
	N/A			
	<b>SECTION C - CONTRACT DATA</b>			
	Refer to main tender document for applicable information			
	<b>Carried forward</b>		R	
	SECTION NO. 1 PRELIMINARIES & GENERAL BILL NO. 1 PRELIMINARIES			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

<p style="text-align: right;"><b>Brought forward</b></p> <p><b><u>B - Contract information</u></b></p> <p><u>4.0 - Documents (Refer to drawing addendum to this document)</u></p> <p><i>Architect (Arxcl Architects)</i>  -100 Rev2 - Site development plan  -101 Rev 2 - Floor plans  -200 Rev 2 - Ceilings and sections</p> <p>Structural/Civil Engineer (Shama Consultant)  -1084-01 Rev 0 (Structural Site Layout)  -1084-02 Rev B (Foundation and first floor layout)</p>		R	
<p style="text-align: right;"><b>Carried to Final Summary</b></p> <p>SECTION NO. 1  PRELIMINARIES &amp; GENERAL  BILL NO. 1  PRELIMINARIES</p>		R	

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 1</u></b>			
	<b><u>ALTERATIONS</u></b>			
	<b>GENERAL</b>			
	<b><u>Notes</u></b>			
	<u>View site</u>			
	Before submitting his tender 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. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
	<u>General</u>			
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary hoarding that may be necessary during the progress of the works, all to the satisfaction of the principal agent			
	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent			
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 1 ALTERATIONS			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

<b>Brought forward</b>			R	
<p>The contractor will be required to take all dimensions &amp; photos of all work to be removed or altered under the Alteration BOQ (Provisional), do a properly marked up drawing either hard copy or pdf edit, including backing dims of quantities to match claim, including the photographic evidence, contractor to provide a copy to the quantity surveyor as backing of all dimensions relating to final account. Failing to produce such document there will be no evidence of work done and the quantity surveyor's quantities must be accepted</p> <p>Access scaffolding to reach all areas of works to be removed</p> <p>The items includes the demolishing and cart away of the material described</p> <p><u>Other</u></p> <p>The client or his/her representatives can demand any material or item on the premises found during demolitions or alterations. This items is limited to reusable materials and must be delivered to an alternative premises of the client not exceeding 5km away from the building site. As for building rubble (not usable) the contractor must cart away to his/her designated dump site</p>				
<b>REMOVAL/ DEMOLISHING OF EXISTING WORK</b>				
<b><u>Concrete &amp; Reinforcing</u></b>				
<u>Reinforced concrete, including cutting off reinforcing where needed</u>				
1	Foundation and ground floor concrete structures	m3	6	
2	Suspended concrete structures	m3	1	
<b><u>Masonry, incl extra over items</u></b>				
<u>Brickwork walls</u>				
3	One brick wall	m2	97	
4	280mm Cavity brick wall	m2	7	
<b>Carried forward</b>			R	
SECTION NO. 2 BUILDING WORKS BILL NO. 1 ALTERATIONS				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
5	Mass brickwork	m3	3		
	<u>Extra over items to be demolished with brickwork</u>				
6	Removing plaster skin with brickwork (Brickwork demolishing elsewhere)	m2	203		
	<b><u>Plastering</u></b>				
	<u>Plaster</u>				
7	Hack off plaster from brickwork	m2	22		
	<b><u>Doors, windows, louvres, glazed partitions, shopfronts, shower screens, etc</u></b>				
	<u>Doors</u>				
8	Timber doors, incl timber frames and ironmongery	m2	6		
9	Steel doors, incl steel frames and ironmongery	m2	2		
10	Roller shutter doors, incl guide rails and mechanisms complete	m2	26		
11	Aluminium glazed swing doors	m2	8		
	<u>Windows</u>				
12	Aluminium glazed fixed windows	m2	1		
	<b><u>Ceilings &amp; Partitioning</u></b>				
	<u>Ceilings, Bulkheads</u>				
13	Nailed up ceilings, incl brandering	m2	98		
	<u>Partitioning</u>				
14	Standard partitions, incl top and bottom tracks	m2	15		
	<b><u>Structures external</u></b>				
	<b>Carried forward</b>			R	
SECTION NO. 2 BUILDING WORKS BILL NO. 1 ALTERATIONS					

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Fencing</u>				
15	Take down palisade fence not exceeding 2000mm high, incl all posts, removing foundations , close hole with excavated material obtained from excavations.	m2	2		
16	Take down palisade sliding gate not exceeding 69000x2000mm, incl all rails and supports	m2	6		
	<u>Landscaping</u>				
17	Cut into blocks, loosen lawn and remove grass from site	m2	124		
	<u>Roadwork and Parking</u>				
	<u>Paving</u>				
18	Hack up existing paving and directly cart away	m2	32		
19	Break up existing paving embedded in concrete and directly cart away	m2	87		
	<u>Kerbs</u>				
20	Take out kerbs and directly cart away. (To become property of the contractor)	m	13		
	<u>Hardstand</u>				
21	Break up and remove rock feature embedded in concrete not exceeding 150mm thick, keep rocks aside for re-use elsewhere on site	m2	121		
	<u>Miscellaneous Items</u>				
22	Antenna currently anchored to ground	No	1		
	<b>CUTTING THROUGH FLOORS AND CEILINGS</b>				
	The following items is only applicable when a clean cut must be done aesthetically purposes, to be instructed by principal agent(s)				
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 1 ALTERATIONS				



**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

		<b>Brought forward</b>			R
	<b><u>Masonry</u></b>				
23	Cutting into brickwork prior to demolishing a portion thereof	m	45		
	<b>BUILDING UP OPENINGS</b>				
	<b><u>Masonry</u></b>				
	<u>Build up openings not exceeding 5m2 in area per opening</u>				
24	One brick wall in patching	m2	4		
25	280mm Cavity brick wall in patching	m2	10		
	<b><u>Plaster</u></b>				
	<u>Plaster small areas not exceeding 5m2</u>				
26	Plaster to brick walls in patching	m2	31		
	<b>PREPARATORY WORK TO EXISTING SURFACES</b>				
	<b><u>Masonry</u></b>				
	<u>Tooth open into existing brick walls, incl removing plaster if necessary to new brick walls</u>				
27	Tooth out for new 220mm wall intersection	m	46		
28	Tooth out for new 280mm cavity wall intersection	m	12		
	<u>Close cavity walls</u>				
29	Close off cavity openings where new opening was created in existing brickwork (Plaster elsewhere)	m	12		
	<b><u>Plastering</u></b>				
	<u>Prepare existing walls</u>				
30	Preparation for new paint to existing unpainted walls, wash down with water, stop small holes, cracks and sand down, etc. (New paint elsewhere)	m2	355		
	<b>Carried forward</b>				R
	SECTION NO. 2 BUILDING WORKS BILL NO. 1 ALTERATIONS				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

		<b>Brought forward</b>			R
	<b><u>Painting</u></b>				
	<u>To plaster areas</u>				
31	Preparation for new paint to walls, wash down with sugar soap, stop small holes and sand down, etc. (New paint elsewhere)	m2	776		
	<b><u>Cleaning</u></b>				
	<u>Cart away existing material/items on site</u>				
32	Building rubble	m3	5		
33	General stored items	m3	7		
	<b>MAKING GOOD OF FINISHES ETC</b>				
	<b><u>Concrete</u></b>				
	<u>Surface beds</u>				
34	Bedding 200x100mm high to close between new brick wall and existing surface bed, including finishing and joints	m	166		
	<b><u>Plastering</u></b>				
	<u>Screeds (Not exceeding 50mm thick)</u>				
35	Screed 250mm wide (In areas where 220mm walls was removed)	m	40		
36	Screed in patches, irregular shapes	m2	35		
	<u>Plastering</u>				
37	Make good vertical strip where intersection brickwork was removed. (Not exceeding 300mm wide)	m	33		
38	Make good reveals where new opening was created in existing brickwork (Not exceeding 300mm wide on reveal), incl adjacent walls not exceeding 200mm wide if required	m	23		
	<b>Carried forward</b>				R
	SECTION NO. 2 BUILDING WORKS BILL NO. 1 ALTERATIONS				



**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 2</u></b>			
	<b><u>EARTHWORKS</u></b>			
	<b>GENERAL</b>			
	<b><u>Notes</u></b>			
	All excavations are measured as being in "earth" unless otherwise described, tenders are advised to visit the site before pricing this document to determine soil conditions			
	All earthworks is measured provisionally, contractor must be able to verify excavation depths during construction by marking depths on a drawing			
	All quantities is measured net, tenderer must allow in his/her pricing for bulking of materials			
	Descriptions of extra over excavations for encountering rock, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor, includes the difficulty of excavation, handling & carting away to a site located by the contractor			
	<b>SITE CLEARANCE</b>			
	<b><u>The removal of topsoil, rubbish, debris, vegetation, hedges and trees</u></b>			
1	Clear site 50mm thick to remove topsoil. inc removal of ground heap, existing building rubble and trees not exceeding 200mm girth, inc cart away all materials	m2	728	
	<b><u>Removal of trees, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</u></b>			
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 2 EARTHWORKS			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u>				
2	Tree stump measured Tree stump measured 1000mm high above ground, exceeding 1000mm and not exceeding 1500mm girth high above ground, exceeding Tree stump measured 1000mm high above ground, exceeding 1000mm and not exceeding 1500mm girth and not exceeding 1500mm girth	No	5		
	<b>EXCAVATIONS, ETC.</b>				
	<b><u>Excavations for trenches &amp; holes</u></b>				
	<u>Excavate in earth (pickable material) below reduced or natural ground level and set aside (heap on site) for use as filling (backfilling elsewhere) or carted away (cart away elsewhere) for:</u>				
3	Strip footings to walls not exceeding 2000mm deep	m3	25		
4	Miscellaneous excavations by hand not exceeding 2000mm deep	m3	46		
5	Reduce ground levels not exceeding 2000mm deep	m3	2		
	<b><u>Carting away of excavated materials</u></b>				
6	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor. (Allow for bulking)	m3	32		
	<b><u>Risk of collapse of excavations</u></b>				
7	Sides of trench and hole excavations not exceeding 1500m deep	m2	84		
	<b><u>Keeping excavations free of water</u></b>				
8	Allow for keeping excavations free of water and mud by pumping or bailing		Item		
	<b><u>Dewatering</u></b>				
	<b>FILLING, COMPACTION, ETC.</b>				
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 2 EARTHWORKS				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
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	<b>Brought forward</b>			R
	<u><b>Filling, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</b></u>			
	<u>Earth filling obtained from the excavations and compacted to 93% Mod AASHTO density:</u>			
9	Backfilling to trenches, holes, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor.	m3	40	
	<u><b>Layerwork</b></u>			
	<u>Imported G7 filling supplied by the contractor compacted to 93% Mod AASHTO density</u>			
10	Filling under surface beds, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor.	m3	16	
	<u><b>Compaction of surfaces</b></u>			
	<u>Compaction of ground &amp; filling surface areas</u> <u>Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor, breaking down oversize materials adding suitable material where necessary and compacting to 98% Mod AASHTO density</u>			
11	In bottom of trenches and bases	m2	50	
	<b>SOIL TREATMENT</b>			
	<u><b>Weedkillers, insecticides, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</b></u>			
	<b>Carried forward</b>			R
SECTION NO. 2 BUILDING WORKS BILL NO. 2 EARTHWORKS				

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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

		<b>Brought forward</b>		R	
	<u>25Mpa unreinforced concrete</u>				
4	In cavity walls infill	m3	1		
	<u>30Mpa reinforced concrete</u>				
5	Downstand beams	m3	6		
6	Slabs	m3	50		
7	Stairs & landings	m3	4		
	<b>SURFACE TREATMENT</b>				
	<u>Wood float finish to exposed top surface of:</u>				
8	Surface beds	m2	30		
9	Surface beds sloping/ramps on filling	m2	10		
10	Slabs	m2	168		
11	Stair treads and landings	m2	6		
	<b>GROOVES, CHANNELS, JOINTS, ETC.</b>				
	<u>Saw cut joints</u>				
12	3x30mm deep cut in concrete surface bed within 24 hours	m	14		
	<u>Isolation Joints</u>				
	<u>Polystyrene boards between horizontal surfaces</u>				
13	35mm Thick between surface bed and brick walls 300mm high	m	36		
	<u>Jointex between horizontal surfaces</u>				
14	10mm Thick between surface bed and brick walls 100mm high	m	36		
	<b>TEST BLOCKS AND TESTING.</b>				
		<b>Carried forward</b>		R	
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 3				
	CONCRETE, FORMWORK AND REINFORCEMENT				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>		R	
	<b><u>Test blocks</u></b>			
15	Allow for preparing concrete "strength test cubes", delivered for testing and for paying all charges in connection therewith.(Provisional)	No	12	
	<b><u>FORMWORK</u></b>			
	<b>CLASSIFICATION</b>			
	Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use			
	Formwork to soffits of solid Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor. shall be deemed to be slabs not exceeding 250mm thick unless otherwise described			
	Formwork to sides of bases, pile caps, ground beams, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor. will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks"			
	Intersections, holes for rods, bolts, pipes and the like, propping, maintaining and removing			
	Formwork required to support concrete at non-prescribed temporary breaks			
	<b>ROUGH FORMWORK (DEGREE OF ACCURACY III)</b>			
	<b><u>Slabs</u></b>			
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 3 CONCRETE, FORMWORK AND REINFORCEMENT			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
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	<b>Brought forward</b>			R	
	<u>To soffits (Not exceeding 3500mm high from bearing level)</u>				
16	Soffits of slabs not exceeding 350mm thick	m2	159		
	<u>To sides</u>				
17	Edges and ends not exceeding 300mm high	m	25		
	<b><u>Downstand beams</u></b>				
	<u>To soffits (Not exceeding 3500mm high from bearing level)</u>				
18	Soffit of beams	m2	9		
	<u>To sides</u>				
19	Sides of beams	m2	42		
	<b><u>Stairs.</u></b>				
	<u>To soffits (Not exceeding 3500mm high from bearing level)</u>				
20	Raking stair case slabs not exceeding 45 degrees and not exceeding 170mm thick	m2	10		
21	Landings not exceeding 170mm thick	m2	6		
	<u>To sides</u>				
22	Stepped sloping stairs sides not exceeding 300mm high	m	4		
23	Landing sides not exceeding 300mm high	m	2		
24	Risers not exceeding 300mm high	m	33		
	<b><u>REINFORCEMENT</u></b>				
	<b>GENERAL</b>				
	No separation of reinforcement shall be made for different concrete components				
	<b>Carried forward</b>			R	
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 3				
	CONCRETE, FORMWORK AND REINFORCEMENT				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
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	<b>Brought forward</b>			R	
	Bending, hooked ends and binding wire, cover blocks and spacers in accordance with the relevant SABS codes of practise and maintaining in position during pouring of concrete				
	Engineer to be notified before concrete can be poured to inspect reinforcing fixing, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor				
	Reinforcement to be galvanised or otherwise treated shall be given separately				
	<b>REINFORCEMENT</b>				
	<b><u>Bar reinforcement</u></b>				
	<u>High tensile steel reinforcement to structural concrete work</u>				
25	8-40mm Diameter bars	t	6		
	<b><u>Fabric reinforcement</u></b>				
	<u>Mesh placed in floors</u>				
26	High tensile mesh fabric reinforcement ref. 193 in surface beds (Measured nett)	m2	40		
	<u>Mesh placed in walls</u>				
27	High tensile mesh fabric reinforcement ref. 193 in cavity concrete walls. (Measured nett)	m2	2		
	<b>Carried Forward to Sectional Summary: 2</b>			R	
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 3				
	CONCRETE, FORMWORK AND REINFORCEMENT				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 4</u></b>			
	<b><u>MASONRY</u></b>			
	<b>GENERAL</b>			
	<b><u>Notes</u></b>			
	Half brick walls is classified as 110mm walls. One Brick wall is classified as 220mm walls			
	Face bricks shall be ordered timeously to obtain uniformity in size and colour			
	<b>BRICKWORK</b>			
	<b><u>Brickwork in class II mortar, 20Mpa approved clay bricks</u></b>			
	<u>Mass brickwork and piers</u>			
1	Brick stairs	m3	2	
	<u>Solid walls</u>			
2	Half brick walls	m2	29	
3	One brick walls in foundations	m2	58	
4	One brick walls	m2	299	
	<u>Hollow walls</u>			
5	280mm Cavity wall consisting of two half brick skins with clean cavity	m2	6	
	<b><u>Brickwork sundries</u></b>			
	<u>Splayed mortar fillets in cavities</u>			
6	100x85mm triangular fillet at bottom of cavity	m	9	
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 4 MASONRY			

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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
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**MAIN CONTRACT**

	Brought forward			R
	<u>Filter blankets</u>			
4	Geofabric filter blanket "Kaymat U24" or similar approved vertically next to waterproofing to walls with 150 mm side and 300mm end laps inc stitching	m2	57	
	<b>TROWELLED-ON WATERPROOFING</b>			
	<u>Trowelled-on waterproofing</u>			
	<u>"Penetron" Crystalline waterproofing coating slurry, or similar approved products</u>			
5	Vertical plaster in foundations	m2	57	
	<b>LIQUID WATERPROOFING</b>			
	<u>Membrane reinforced liquid waterproofing</u>			
	<u>"ABE" Super laycrill Charcoal colour three coats together with "ABE" membrane or similar approved products</u>			
6	On chromadeck flashings not exceeding 200mm wide	m	70	
	<b>WATERSTOPS, SEALING STRIPS, JOINT SEALANTS, ETC.</b>			
	<u>Joint sealants</u>			
	<u>"ABE" or similar approved product acrylic sealing compound all in accordance with manufacturer's recommendations, all surfaces must be clean, dry and free from loose matter, oil, grease and other contaminants</u>			
7	5x5mm Wide in movement joints between concrete and masonry	m	94	
8	10x10mm Isolation joints	m	36	
9	3x30mm In saw cut joints	m	14	
	<b>Carried Forward to Sectional Summary: 2</b>			R
	SECTION NO. 2			
	BUILDING WORKS			
	BILL NO. 5			
	WATERPROOFING			



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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 6</u></b>			
	<b><u>ROOF COVERINGS, CLADDING, ETC.</u></b>			
	<b>PROFILES SHEETING OF METAL. FIBRE-CEMENT, PLASTIC, ETC.</b>			
	<b><u>Flashings</u></b>			
	<u>Colour coated (TBC) approved 0.8mm flashings to match roof coverings</u>			
1	Head wall flashing 375mm girth, two times bend including broad flute metal and polyclosers	m	49	
2	Side wall cover flashing 375mm girth, two times bend	m	21	
3	Cover flashing 105mm girth, one bend sealed into plasterwork with saw cut and waterproof sealant	m	70	
	<b>RAINWATER DISPOSAL</b>			
	<b><u>Seamless gutters and downpipes</u></b>			
	<u>Aluminium seamless gutter, or similar approved products, overall size 85x85x0.6mm thick coated internally in colour white and externally in colour TBC with matching splash plate including cut and mitred angles covered with a mitre strip externally, stop ends crimped and all sealed on the inside with silicone sealer, secured to timber fascia with 25x2.5mm L - Shaped and internal brackets at 600mm centres using yellow passivated serrated nails</u>			
4	125x85mm Deep profile seamless gutter fixed to timber fascia	m	51	
5	Extra on last for stopped end	No	4	
6	Extra on last for 75x50 mm outlet with nozzle and grating	No	6	
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 6 ROOF COVERINGS, CLADDING, ETC			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
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Brought forward			R
<u>Aluminium downpipe Charcoal Grey fixed to wall with straps at 1500mm centres using nail plugs, with downpipes riveted and silicone sealed to gutter outlets, inc all necessary bends, elbows, shoes</u>			
<u>Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</u>			
7	75x50mm Rectangular seamless rainwater downpipe in accordance to the manufacturer's specification	m	20
8	Extra on last for shoe	No	2
9	Extra on last for bend	No	14
10	Rainwater spreader 500mm wide	No	4
Carried Forward to Sectional Summary: 2			R
SECTION NO. 2			
BUILDING WORKS			
BILL NO. 6			
ROOF COVERINGS, CLADDING, ETC			

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 7</u></b>			
	<b><u>CARPENTRY AND JOINERY</u></b>			
	<b>FLOORS</b>			
	<b><u>Skirtings</u></b>			
	<u>Meranti hardwood skirting plugged to plastered walls</u>			
1	16x70mm Profiled skirting plugged to walls, inc preparation for paint	m	278	
	<u>Meranti hardwood quadrant plugged to skirting</u>			
2	19mm Quadrant to skirting, inc preparation for paint or varnish	m	278	
	<u>Pine or other approved skirting plugged to walls</u>			
3	19x75mm Profiled skirting plugged to walls, inc preparation for paint	m	37	
4	21x70mm Profiled skirting plugged to walls, inc preparation for paint	m	27	
	<u>Pine or other approved quadrant plugged to skirting</u>			
5	19mm Quadrant to skirting, inc preparation for paint or varnish	m	64	
	<u>Pine or other approved quadrant plugged to skirting</u>			
	<b>TIMBER DOORS, WINDOWS, ETC.</b>			
	<b><u>Doors</u></b>			
	<u>Approved solid "Masonite" flush doors, hung to door frames</u>			
6	40mm Door size 813x2032mm high. (PC Amount R 780)	No	11	
	<b>Carried forward</b>		R	
	SECTION NO. 2			
	BUILDING WORKS			
	BILL NO. 7			
	CARPENTRY AND JOINERY			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
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Brought forward			R
<u>Approved solid "Masonite" flush doors, hung to sliding door track</u>			
7	40mm Door size 813x2032mm high. (PC Amount R 780)	No	2
<b><u>Door frames</u></b>			
<u>Wrought meranti hardwood, fixed in brickwork opening</u>			
8	70x48mm Rebated frame for 813x2032mm high door. (PC Amount R 450)	No	9
9	70x48mm Rebated frame for 1612x2032mm high door. (PC Amount R 830)	No	1
<b>FITTINGS</b>			
<b><u>Cupboards &amp; Tops</u></b>			
<u>The following budgets have been allowed, contractor to add profit the following items on the profit section below</u>			
10	Allow a net sum of R2 400.00/m for kitchen floor units fixed to wall.	m	9
11	Allow a net sum of R2 400.00/m for restroom vanities.	m	2
12	Allow a net sum of R2 800.00/m for reception counter	m	5
13	Allow a net sum of R2 700.00/m <sup>2</sup> for cupboard tops	m <sup>2</sup>	11
14	Allow a net sum of R1 500.00/No for supawood material box as sliding door enclosure	No	2
15	Allow a net sum of R350.00/m for timber cill detail	m	16
16	Add for profit and attendance on above six items	Item	
<b>Carried Forward to Sectional Summary: 2</b>			R
SECTION NO. 2			
BUILDING WORKS			
BILL NO. 7			
CARPENTRY AND JOINERY			

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 8</u></b>			
	<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>			
	<b>CEILINGS</b>			
	<b><u>Flush plastered ceilings</u></b>			
	<u>Gypsum plaster ceiling boarding installed below flat concrete slabs / steel purlins / timber trusses by means of an approved galvanized cold rolled steel tee suspension system, 25x25mm galvanised angle suspended vertically, main and cross tee's fixed horizontally, board up with screws, fibra tape joints inc compound filling, ceiling board to be skimmed with rhinolite cretestone 2 layers, or similar approved products.</u>			
1	Horizontal 9.5mm ceilings suspended from underside of timber trusses	m2	124	
	<b><u>Grid ceiling lay in tiles</u></b>			
	<u>Pelican systems AMF Mecure suspended gypsum ceiling tiles suspended on 24mm wide 0.4mm thick exposed tee suspension system comprising main tees at 1200mm centres with cross tees between each tile including hold-down clips, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor., all suspended with galvanized hangers at 1200mm centres, or similar approved products.</u>			
2	Horizontal ceilings 1200x600x15mm suspended from underside of timber trusses	m2	359	
	<b>TRIMS, CORNICES, ETC.</b>			
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 8 CEILINGS AND PARTITIONING			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
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	<b>Brought forward</b>			R	
	<b><u>Cornices Descriptions of extra over excavations for encountering rock, etc. includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.:</u></b>				
3	25x15mm Aluminium plaster trim, plugged to plastered wall (to plaster ceilings)	m	118		
4	25mm (SM25) Aluminium colour coated (White) shadowline wall angle (to drop in ceiling grids)	m	115		
5	Polystyrene plain cornice cove 75mm plugged to wall with silicone	m	69		
	<b><u>Trims, Descriptions of extra over excavations for encountering rock, etc. includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</u></b>				
6	Aluminium colour coated (White) transition trim (Between bulkhead and panel grid ceiling system)	m	11		
7	Galvanized corner beat in bulkheads between vertical and horizontal bulkheads.	m	19		
	<b>INSULATION</b>				
	<b><u>Isover Aerolite non-combustible light weight fibreglass Glasswool thermal ceiling insulation, or similar approved products</u></b>				
	<u>75mm thick</u>				
8	Laid loose on top of ceiling between ceiling wires	m2	497		
	<b><u>Isotherm "Cavity batt" insulation, or similar approved products</u></b>				
	<u>75mm Thick</u>				
9	Inserted between studs in drywall	m2	17		
	<b>BULKHEADS, ETC.</b>				
	<b><u>Flush plastered bulkheads</u></b>				
	<b>Carried forward</b>			R	
SECTION NO. 2 BUILDING WORKS BILL NO. 8 CEILINGS AND PARTITIONING					

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
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	<b>Brought forward</b>			R	
	<u>9,5 mm Gypsum plaster bulkhead installed below flat concrete slabs / steel purlins / timber trusses by means of an approved galvanized cold rolled steel tee suspension system, 25x25 galvanised angle suspended vertically, main and cross tee's installed to match bulkhead size, board up with screws, fibra tape joints incl compound filling, bulkhead to be skimmed with rhinolite cretestone 2 layers</u>				
	<u>Bulkheads exceeding 1200mm will be measured as plaster ceiling (m2)</u>				
	<u>Corner beads measured elsewhere</u>				
10	Horizontal bulkhead width exceeding 300mm, not exceeding 400mm wide	m	2		
11	Horizontal bulkhead width exceeding 600mm, not exceeding 700mm wide	m	12		
12	Vertical bulkhead width exceeding 300mm, not exceeding 400mm high	m	19		
	<b>STANDARD PARTITIONS</b>				
	<u>Partition with a total thickness of 126.5 mm consisting of 101.5mm stud fixed to 103mm top and bottom tracks with wafertek screws (16mm). 12.5mm drywall board boarded to both sides vertically with drywall screws (25mm) maximum 300mm c/c, vertical studs at 600mm c/c with intermediate horizontal stud supports at 1200mm. Boards budd jointed, taped over and flushed over with jointing compound, or similar approved products.</u>				
	<u>Partition walls</u>				
13	Partition wall 1400mm high, inc full skim mm thick	m	33		
14	Partition wall 2500mm high, inc full skim mm thick	m	72		
	<u>Sundries on partition walls</u>				
15	Extra over above for 90 degree corner	m	11		
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 8 CEILINGS AND PARTITIONING				

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 9</u></b>			
	<b><u>FLOOR COVERINGS, WALL LININGS, ETC.</u></b>			
	<b>VINYL FLOORCOVERINGS</b>			
	<b><u>Approved (Allow PC amount of R 250/m2) vinyl fixed to floors with approved adhesive &amp; underlay (not included in PC Amount)</u></b>			
	<u>On floor areas</u>			
1	Laid on concrete floors	m2	27	
	<b><u>Anti static vinyl 2.5mm on 3mm self levelling screed</u></b>			
	<u>On floor areas</u>			
2	Laid on concrete floors	m2	25	
	<b>CARPETS</b>			
	<b><u>Belgotex berber point 650 commercial "Resinbac" carpet tile, Colour "Urchin". Installed as per manufacturers specifications on concrete floor, or similar approved products</u></b>			
	<u>On floor areas</u>			
3	Laid on concrete floors	m2	383	
	<b>TRIMS</b>			
	<b><u>Aluminium transition cover and base</u></b>			
4	Between tile & carpet transitions	m	15	
	<b>Carried Forward to Sectional Summary: 2</b>			
	SECTION NO. 2			
	BUILDING WORKS			
	BILL NO. 9			
	FLOOR COVERINGS, WALL LININGS, ETC			

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 10</u></b>			
	<b><u>IRONMONGERY</u></b>			
	<b>GENERAL</b>			
	<b><u>Supplementary Preambles</u></b>			
	Contractor to add for fixation, tools, labour and profit on PC Amounts			
	<b><u>Notes</u></b>			
	<b>HINGES, BOLTS, ETC:</b>			
	<b><u>Hinges</u></b>			
	<u>To timber frames</u>			
1	100x40x2.6mm Stainless steel sinkless hinges (PC amount R 90)	No	20	
	<b><u>Bolts</u></b>			
2	Flush bolt lever in door (PC Amount R 250)	No	2	
	<b><u>Fire escape systems</u></b>			
3	Panic push bar double door three point system (PC Amount R 3000.00)	No	2	
	<b>LOCKS, CYLINDERS, ETC</b>			
	<b><u>Locks</u></b>			
4	Cylinder sashlock (PC Amount R 200)	No	10	
	<b><u>Cylinders</u></b>			
5	5-Pin Euro double cylinder (PC Amount R 300)	No	10	
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 10 IRONMONGERY			

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	<b>Brought forward</b>			R	
	<b><u>Escutcheons</u></b>				
6	Escutcheons (PC Amount R 30)	No	20		
	<b>HANDLES</b>				
	<b><u>Handle sets</u></b>				
7	Furniture handle set (PC Amount R 300)	No	11		
	<b><u>Pull handles</u></b>				
8	Pull handle set (PC Amount 250)	No	2		
	<b>ACCESSORIES</b>				
	<b><u>Doorstops, doorclosers, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor</u></b>				
9	Stainless steel door stop (PC Amount R 60)	No	15		
	<b><u>Rails</u></b>				
	<b><u>Sliding door rails</u></b>				
10	Domestic door track 100Kg (PC Amount R 1390)	No	2		
11	Door bottom guide (PC Amount R 70)	No	2		
	<b><u>Grabrails</u></b>				
12	Stainless steel rear grab rail (PC Amount R 600)	No	2		
13	Stainless steel side grab rail (PC Amount R 650)	No	2		
	<b><u>Stainless steel plates</u></b>				
	<b><u>Kick plate</u></b>				
14	900x200x1.2mm Kick plate to timber door (PC Amount R 180)	No	2		
	<b>Carried forward</b>			R	
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 10				
	IRONMONGERY				

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 12</u></b>			
	<b><u>PLASTERING</u></b>			
	<b>SCREEDS</b>			
	<b><u>Screeds finished smooth with a wood float to receive waterproofing</u></b>			
	<u>On horizontal surfaces</u>			
1	25mm Thick on concrete surfaces	m2	618	
2	25mm Thick on concrete surfaces to falls	m2	10	
	<u>On stairs</u>			
3	30mm Thick on treads, risers of stairs and landings	m2	21	
	<b><u>"Pavelite" or similar approved cementious smoothing compound</u></b>			
4	4mm thick on concrete surface beds or slabs, to level out imperfections	m2	3	
	<b>PLASTER</b>			
	<b><u>Externally</u></b>			
	<u>One coat 1:4.5 cement scratch plaster wood float finished on brickwork</u>			
5	Vertical brick surfaces.	m2	9	
	<b><u>Internally</u></b>			
	<u>One coat 1:6.0 cement scratch plaster wood float finished on brickwork</u>			
6	Vertical brick surfaces	m2	625	
7	Narrow widths not exceeding 300mm wide to brickwork	m2	30	
	<b>Carried forward</b>		R	
	SECTION NO. 2			
	BUILDING WORKS			
	BILL NO. 12			
	PLASTERING			

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Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 13</u></b>			
	<b><u>TILING</u></b>			
	<b>WALL TILES</b>			
	<b><u>Ceramic tiles</u></b>			
	<b><u>Porcelain tiles</u></b>			
	<u>Approved 300x600mm (PC amount R 200/m2) porcelain tile fixed to walls with approved 6 hour tile adhesive ,inc tile bond application, "Keycoat" or similar approved if required and pointed with tile grout colour to be selected</u>			
1	To plastered walls	m2	34	
2	Leave attic stock in purchase box on site upon completion	m2	2	
	<b><u>Wall Sundries</u></b>			
	<b><u>Aluminium</u></b>			
3	10mm Aluminium straight edge trim on wall tile edges	m	33	
	<b>FLOOR TILES</b>			
	<b><u>Porcelain tiles</u></b>			
	<u>Approved 500x500mm (PC amount of R 200/m2) porcelain tile laid on floors with approved 12 hour tile adhesive ,inc tile bond application and pointed with tile grout colour to be selected</u>			
4	To floors areas	m2	208	
5	To sloped floors areas	m2	10	
6	To narrow widths not exceeding 300mm wide	m	19	
7	To stairs threads 270mm wide	m	47	
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 13 TILING			



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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<p><u>The following items includes all the necessary water supply pipes, cold and hot (if applicable) points, chased into brick walls where necessary, this includes the angle valves and flexi connectors where applicable, contractor to allow for his/her own design to meet SABS requirements</u></p> <p><u>The following items also includes the drainage system from each point to a designated gulley point or connection to sewerpipe, this includes the applicable trap needed, contractor to allow for his/her own design to meet SABS requirements</u></p> <p><u>The actual fitting with installation thereof have been measured elsewhere</u></p> <p><u>External water supply and sewer drainage measured elsewhere</u></p> <p><u>Cold &amp; hot water point</u></p>				
8	Water closet point (WC), cold water point only	No	2		
9	Wash hand basin point (WHB), hot and cold water point	No	2		
10	Sink point, hot and cold water point	No	2		
	<u>Cold water point only</u>				
11	Geyser point, cold water point only	No	1		
	<b>SANITARY FITTINGS, TANKS, GEYSERS, ETC.</b>				
	<u>Sanitary fittings, etc.</u>				
	<p><u>The following sanware PC Amounts have been allowed for</u></p> <p><u>"Prime Cost Amount" (PC) means an amount included in the contract sum for the delivered cost of materials and goods obtained from a supplier as instructed by the client, or his/her agents</u></p> <p><u>Labour installation &amp; Profit have to be added if applicable</u></p>				
	<b>Carried forward</b>			R	
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 14				
	PLUMBING & DRAINAGE				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Brought forward			R
<u>Water closets</u>			
12	Water closet - WC (PC Amount R 3000), add for installation and profit	No 2	
<u>Basins</u>			
13	Wash hand basin -WHB (PC Amount R 2500) mounted to vanity, add for installation and profit	No 2	
14	Basin mixers (PC Amount R 1800), add for installation and profit	No 2	
<u>Sinks &amp; prepbowls</u>			
15	Double sink (PC Amount R 1500), add for installation and profit	No 2	
16	Sink mixer (PC Amount R 1100), add for installation and profit	No 2	
<u>Tanks, geysers, etc.</u>			
<u>Geysers</u>			
17	200 Litre vertical pressure type electric hot water geyser complying with the SABS specification 151 complete with "pressure control valve", brackets and connections to inlet and outlet pipes incl hoisting and fixing in position complete with drip tray incl all necessary fittings to connect to water supply	No 1	
<u>Hydroboils</u>			
18	15 Litre "Standard approved" hydroboil plugged to wall above kitchen sink, colour: White	No 1	
<b>Carried Forward to Sectional Summary: 2</b>			R
SECTION NO. 2 BUILDING WORKS BILL NO. 14 PLUMBING & DRAINAGE			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 15</u></b>			
	<b><u>FIRE SERVICES</u></b>			
	<b>PIPEWORK, ETC</b>			
	<b><u>Fire services pipework (Internal)</u></b>			
	<u>Medium class galvanised mild steel screwed and socketed water pipes including short lengths, cutting and plain sockets, including fixing brackets to walls/</u>			
1	25mm Galvanised mild steel fixed to wall including brackets, etc.	m	15	
2	25mm Bend.	No	6	
	<b>FITTINGS, ETC</b>			
	<b><u>Fire appliances (to comply with Act 103 of 1977 and SANS 10400 Part 0 and T - 2001)</u></b>			
	<u>Fire hose reels</u>			
3	Hose reel complete with 30000x25mm plastic hose, chromium plated stopcock, shut-off brass nozzle and wall bracket, stop valve with tamper proof seal, including connection to 25mm galvanised pipe.	No	1	
	<u>Fire extinguishers</u>			
4	4.5kg Dry chemical powder fire extinguisher, including hardwood backboard trimmed edges plugged and pelleted to wall, sealed with clear sealant to all sides to wall.	No	2	
5	9kg Dry chemical powder fire extinguisher, including hardwood backboard trimmed edges plugged and pelleted to wall, sealed with clear sealant to all sides to wall.	No	2	
	<b>GAS SUPPRESSION</b>			
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 15 FIRE SERVICES			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Brought forward			R
<b><u>Fire Suppression System</u></b>			
<u>Fire Detection</u>			
6	Supply and install Gas Suppression Fire Panel complete with batteries	No 2	
7	Supply and install conventional smoke detection system	No 8	
8	Supply and install manual gas release callpoint	No 2	
9	Supply and install fire bell	No 2	
10	Supply and install Siren / Beacon	No 4	
11	Supply and install release module interface enclosure	No 2	
12	Supply and install PH30 cabling	m 200	
<u>Gas Suppression</u>			
13	Supply and install Gas Suppression 30L Bottle	No 2	
14	Supply and install Guage with Pressure switch	No 2	
15	Supply and install Gas Suppression Bottle Strap	No 4	
16	Supply and install FM200 gas	kg 40	
17	Supply and install Gas Piping and Piping accessories	No 2	
18	Supply and install Gas Discharge Nozzle	No 2	
19	Supply and install Room Integrity Testing	No 2	
20	Supply and install Gas Warning Signage	No 2	
21	Supply and install Pressure Release Vent	No 2	
22	Supply and install Pressure Release Vent	No 2	
23	Test and Commission	No 2	
<b>Carried Forward to Sectional Summary: 2</b>			R
SECTION NO. 2 BUILDING WORKS BILL NO. 15 FIRE SERVICES			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 16</u></b>			
	<b><u>ELECTRICAL</u></b>			
	<b>PRELIMINARIES AND GENERAL</b>			
	<b><u>Compliance with contract</u></b>			
	Allow for costs directly associated with expenses to comply with the Conditions of Contract and the Main Contract Preliminaries			
1	Fixed cost component		SUM	
	<b><u>Site Establishment</u></b>			
2	Fixed cost component		SUM	
	<b><u>Contract Administration</u></b>			
3	Fixed cost component		SUM	
	<b><u>Provision of performance bond</u></b>			
4	Fixed cost component		SUM	
	<b><u>Insurance</u></b>			
5	Fixed cost component		SUM	
	<b><u>Compliance with Occupational Health and Safety Act</u></b>			
6	All costs associated with implementation of Health and Safety Act, including safety plan		SUM	
	<b><u>General Items</u></b>			
7	Mark up drawings to "As-Built"		SUM	
8	Travel & Time as per Main Contractor's Program		SUM	
9	Hard copies of O&M Manuals		SUM	
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 16 ELECTRICAL WORK			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<b><u>Provision of defects liability guarantee to the value of 5% of the contract value</u></b>				
10	Fixed cost component (Valid for 12 months after works completion)			SUM	
	<b>POWER</b>				
	<b><u>Moulded Case Circuit Breakers</u></b>				
	Matching and cascading equivalent to Circuit Breaker Industries				
	<u>Fault Rating 25kA</u>				
11	G25D-125A	No	1		
	<b><u>Excavations</u></b>				
	Excavated materials are classified as follows: Class A material (rock) will be held to be any material possessing characteristics of hardness and geological structure which, in the opinion of the Engineer, necessitates the use of explosives for excavation. Class B material (hard) will be held to be any material which possesses characteristics of hardness and geological structure which, in the opinion of the Engineer, requires two separate operations for excavation, one for breaking by pneumatic or hydraulic means and one for removing the material from the excavation. The operations may be performed by one or more items of plant or equipment. Class C material (earth) will be held to be all material other than Class A and Class B material as defined above and shall include boulders of individual volume up to 0,25 m <sup>3</sup> and which constitute less than forty percent (40%) by volume of the material excavated				
12	Excavate 300 mm wide x 800 mm deep cable trench in Class C material (earth)	m	250		
13	SABS approved PVC Cable Warning Tape installed above cable in trench	m	250		
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 16 ELECTRICAL WORK				



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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Disconnect and remove all existing wireways, trunking, power skirting, etc.</u>				
23	Rate to include for 90deg bends, T-pieces, 45deg offsets, 4-way cross-over pieces, elbow pieces, end caps, splice kits, suspension brackets and hangers, slotted angles, 10mm threaded rods, cantilever arms and fixing brackets, fixing material, wastage, hoisting equipment and sundries. Installed at 500mm above ceiling level, suspended from purlines and rafters; O-Line or Cabstrut type or similar and equal approved			SUM	
	<b><u>Trunking / Cabletray / Powerskirting / Floorboxes</u></b>				
24	P9000 galvanised trunking with pre-punched knockouts (4 x 20mm dia per 1m, 4 x 25mm dia per 2m), on wood rafters or suspended from concrete slab (as per design drawings), incl. PVC lids	m	4		
25	300x50mm Galvanised Steel Wire-mesh Cabletray (Medium Duty), on wood rafters or suspended from concrete slab (as per design drawings)	m	120		
26	2 Tier, 2 Compartment, PVC Powerskirting (Grey) , incl. clips and covers; Legrand New DLP or similar and equal approved	m	200		
	<b><u>Power Poles and Columns</u></b>				
27	Power Pole mounting boxes, complete with 2x normal switch socket outlets, 2x dedicated socket outlets, 2x RJ 45 data outlets, 2x RJ11 phone outlets, 1x VGA plus audio	No	1		
	<b><u>Electrical DB Cupboards</u></b>				
28	P9000 galvanised trunking, on wall in distribution cupboards and connected to common trunking in ceiling.( Length per trunking = 3m)	m	2		
29	P9000 splice / switchboard entries	No	2		
	<b><u>General and Miscellaneous</u></b>				
30	Statutory notices and signage as per all applicable standards, regulations and specifications			SUM	
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 16 ELECTRICAL WORK				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Brought forward			R
<b><u>Small Power Installation:</u></b>			
For the supply, installation and connection inclusive of all fixing materials & waste, conduiting and boxes, wiring, cover plates, flush clips, sundries			
All SSO circuits to be wired in 2.5mm <sup>2</sup> Live, Neutral and Earth unless otherwise shown			
<u>Switched Socket Outlets. To be LeGrand Arteor range (colour white) or similar and equal approved</u>			
31	1x16A Normal SSO + 1x16A normal SO Euro, white cover, recessed	No 30	
32	1x16A normal SSO, powerskirting	No 120	
33	1x16A normal SSO, Euro, powerskirting	No 120	
34	1x16A Dedicated SSO, shaved earth pin, red toggle, red cover, powerskirting	No 120	
35	HDMI outlet, recessed	No 1	
36	Corporate Connections PL-Slimline Omega or similar approved modular power system, white, comprising of 2x end caps, 1x 25mm spacer, 1x SSO, 1x 2-pin socket, 2x 12.5mm spacers, 2x shuttered bezels with couplers for RJ11 & RJ45. Complete with connector cables, to be installed in linear work desks in positions indicated on drawings	No 1	
37	Corporate Connections PL-Rotadock or similar approved modular power system, silver, comprising of 2x end caps, 1x reset switch, 3x SSO, 1x 2-pin socket, 4x 12.5mm spacers, 2x Comms Modules (including 1x VGA & Audio Coupler; 1x HDMI & data plate with couplers and 1x Bypass Connector. Complete with connector cables to be installed in Boardroom Tables in positions indicated on drawings	No 1	
<u>Isolators, recessed, cover plate. To be LeGrand Arteor range (colour white) or similar and equal approved</u>			
38	20A - 30A DP, white cover, recessed;	No 13	
Carried forward			R
SECTION NO. 2 BUILDING WORKS BILL NO. 16 ELECTRICAL WORK			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

				R	
	<b>Brought forward</b>				
39	20A - 30A DP, weatherproof (IP65), surface	No	9		
	<u>Flexible Conduit (KOPEX), 1.5m long, complete with ends; final connections to equipment</u>				
40	25mm dia	m	50		
	<u>Flexible cable (1.5m Silicon), incl. termination and connection, for final connections to Equipment</u>				
41	2.5mm <sup>2</sup> x 3c	m	10		
	<u>Conduiting, surface mounted / via ceiling void / chased in wall / cast in concrete, including wastage, conduit boxes, sundries</u>				
42	25mm dia	m	240		
	<u>PVC wiring (600/1000V), incl. termination and connection, wastage, sundries</u>				
43	2,5mm <sup>2</sup>	m	2 500		
	<b><u>Telkom / Data Installation</u></b>				
	For the supply and installation inclusive of all fixing materials & waste, conduiting, outlet boxes, 1.6mm draw wire, sundries. Cover and cradles to be of suit manufacturer specification				
	<u>Data Sockets To be LeGrand Arteor range (colour white) or similar and equal approved</u>				
44	For RJ 45 Data sockets (CAT 6) in wall: cover plate, recessed, 100 x 100 outlet box	No	1		
45	For RJ 45 Data sockets (CAT 6) in powerskirting: cover plate, recessed	m	70		
	<u>Conduiting installed for Data, surface mounted / via ceiling void / chased in wall / installed in wall / cast in concrete, including wastage, conduit boxes, draw wire and sundries</u>				
46	25mm dia PVC	m	500		
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 16 ELECTRICAL WORK				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<b><u>Hand Driers</u></b>				
	(incl. conduiting, trunking, outlet boxes, covers, draw-wire, wiring, termination and connection, sundries, etc.)				
47	Wall mounted Hand Drier (910 Stiebel-Eltron Ultronic S or similar approved)	No	2		
	<b><u>Standby Diesel Generator (Containerized) with Aco panel</u></b>				
	Supply, testing before shipment, delivery, installation, site testing and commissioning, and handing over in a proper working condition of an automatic starting, diesel engine/alternator generating set, including all auxiliary materials and equipment necessary for the complete installation, as well as the supply of all required drawings, manuals and instructions as specified				
48	Design, engineering, fabrication, assembly, factory testing of 60kVA, 400V, three-phase diesel generator, fully packaged containerized set (as per Technical Specifications), complete with mains fail detection, automatic starting and automatic change-over facility	No	1		
49	Generator control panel - complete panel with all devices as per specification	No	1		
50	Over land transport to site in Site, Mosselbay			SUM	
51	Off-loading on site in Mosselbay			SUM	
52	Site erection, labour and supervision			SUM	
53	First diesel fill of day tank to maximum capacity on site			SUM	
54	Commissioning of generator set			SUM	
55	Operator Training for on-site personnel			SUM	
56	Other Specific Items (Not Included Above):		Item		
	<b>LIGHTING</b>				
	<b>Carried forward</b>			R	
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 16				
	ELECTRICAL WORK				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<b><u>Lighting Installation</u></b>				
57	Disconnect and remove all existing luminaires and fittings, including wiring, switches, conduits, etc.			SUM	
	For the supply, installation and connection inclusive of all materials, fixing materials & waste, lamps, hoisting equipment, cutting of downlighter holes, conduiting and boxes, wiring, 5A unswitched socket outlets, sundries				
	All luminaires offered shall be either REGENT or similar and equal approved				
	All lighting circuits to be wired in 2.5mm <sup>2</sup> Live, Neutral and Earth unless otherwise shown				
	ECG denotes electronic control gear; EMG denotes emergency battery pack and control gear (20% / 1 lamp / 1 hour)				
58	Type C1 (Regent Luxon or similar and equal approved): 600 x 600mm, 40W LED diffused, hinged louvre, recessed, ECG, 3m cabtyre with 5A plug top (4000K)	No	70		
59	Type C1/S (Regent Luxon or similar and equal approved): 600 x 600mm, 40W LED diffused, hinged louvre, surface mounted, ECG, 3m cabtyre with 5A plug top (4000K)	No	10		
60	Type C5 (Regent Orbit or similar and equal approved): I253, 300mm, 20W, surface mounted, ECG, 3m cabtyre with 5A plug top (4000K)	No	10		
61	Type D1 (Regent Luxon Round or similar and equal approved): I292, 12W, 145mm, LED Downlighter, white trim, ECG, 3m cabtyre with 5A plug top (4000K)	No	110		
	<b><u>Light Switches:</u></b>				
	Supply, install, terminate and connect 16A light switches complete with cradle and cover plate, 100 x 50 recessed outlet box, inclusive of all materials & waste, fixing materials, conduiting and outlet boxes, wiring and sundries. To be LeGrand Arteor range or similar and equal approved				
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 16 ELECTRICAL WORK				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

					R
	<b>Brought forward</b>				
62	1L, 1W, white cover, recessed	No	30		
63	2L, 2W, white cover, recessed	No	4		
64	1L, 2W, white cover, recessed	No	1		
65	2L,1W, white cover, recessed	No	2		
66	3L,1W, white cover, recessed	No	1		
	<u>Conduiting, surface mounted or via ceiling void or chased in wall or cast in concrete, including all materials and waste, fixing materials, conduit boxes and sundries</u>				
67	20mm dia	m	300		
	<u>PVC wiring (domestic house wiring), incl. termination and connection, wastage, sundries</u>				
68	2,5mm <sup>2</sup>	m	2 000		
	<b>DB's</b>				
	<b><u>Distribution Boards</u></b>				
	<u>Modify existing Mini-Substation by adding switchgear to accommodate new refurbishment loading. Including internal wiring to accommodate new MCCB.</u>				
69	Add new G25D-125A, TP, MCCB to minisubstation	No	1		
	<u>Supply, install and connect the following distribution boards as per single-line and schematic diagrams. DB to be installed in service cupboards provided with doors or as applicable. All DB's to comply with the quality and general technical specifications and be approved by the Engineer</u>				
70	Main Distribution Board (MDB-1), Surface Mounted standing DB in service cupboard	No	1		
71	UPS DB's	No	2		
	<b>Carried forward</b>				
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 16				
	ELECTRICAL WORK				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Brought forward				R
<b>ELECTRONIC SERVICES WIREWAYS</b>				
For the supply, installation and connection inclusive of all fixing materials & waste, conduiting, outlet boxes, 1.6mm draw-wire, covers and sundries				
<b><u>Access Control Systems</u></b>				
<u>Conduit incl. outlet boxes, drawwire; surface mounted / via ceiling void / chased in brickwork / cast in concrete</u>				
72	25mm dia galvanised	m	1	
73	25mm dia PVC	m	100	
74	50mm Round PVC Outlet Box	No	10	
75	25mm Flexible Conduit (KOPEX), complete with ends; final connections to equipment	m	10	
<b>ACCESS CONTROL AND CCTV</b>				
<b><u>Access Control</u></b>				
76	Impro Access Portal Basic. Free software suitable for single sites, up to 100 APB doors and 1,000 tag holders; Installation is simplified with an auto-install function which includes the automatic configuration of your hardware	No	1	
77	Cluster Controller + 1 x Wiegand Reader Module - IPS (Two Readers Per Controller)	No	3	
78	MSO300 Morpho Take on Reader with License	No	6	
79	Sigma Lite Multi Biometric Reader	No	3	
80	Monitored Mag Lock 300kg	No	3	
81	Cable 4 Core Mylar Screen	No	50	
82	Cable CAT5E	No	300	
83	Rack Mountable 16 Port POE Switch	No	1	
84	Free Exit Readers	No	1	
<b>Carried Forward to Sectional Summary: 2</b>				R
SECTION NO. 2				
BUILDING WORKS				
BILL NO. 16				
ELECTRICAL WORK				



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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Boardroom (Ground floor)</u>				
7	18 000 BTU's Carrier midwall split unit - Fixed speed, Including: Bluchem corrosion preventative treatment	No	2		
	<u>Server (Ground floor)</u>				
8	9 000 BTU's Carrier midwall split unit - Inverter model, Including: Bluchem corrosion preventative treatment	No	2		
	<b><u>Ventilation</u></b>				
	<u>Pause and coffee area (First floor)</u>				
9	Extract wall fan	No	1		
10	Wall sleeve	No	1		
11	Sundries			SUM	
	<u>General and disabled toilet extraction (First floor)</u>				
12	In-line fan	No	1		
13	Sound attenuator	No	2		
14	150mm Diameter DVP (disc valves)	No	2		
15	Aluminium door grille	No	1		
16	150mm Diameter galvanized ducting	No	8		
17	Galvanized nose cone	No	1		
18	150mm Diameter flexible ducting	No	2		
19	Sundries			SUM	
	<u>New Kitchen (First floor)</u>				
20	Extract wall fan	No	1		
21	Wall sleeve	No	1		
22	Sundries			SUM	
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 17 MECHANICAL WORK				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Server room (First floor)</u>				
23	In-line fan	No	1		
24	Sound attenuator	No	2		
25	Aluminium supply air grille	No	1		
26	200mm Diameter galvanized ducting	No	7		
27	Wall box with filter	No	1		
28	Weather louvre	No	1		
29	Grille box	No	1		
30	Sundries			SUM	
	<u>Store room (First floor)</u>				
31	Plate mount extract fan	No	1		
32	Wall sleeve	No	1		
33	Fibreglass weather cowl	No	1		
34	Sundries			SUM	
	<u>Male ablutions and disable (Ground floor)</u>				
35	In-line fan	No	1		
36	150mm Diameter DVP (disc valves)	No	5		
37	Aluminium door grille	No	2		
38	Sound attenuator	No	2		
39	Galvanized nose cone	No	1		
40	150mm Diameter flexible ducting	No	5		
41	Sundries			SUM	
	<b>Carried forward</b>			R	
	SECTION NO. 2				
	BUILDING WORKS				
	BILL NO. 17				
	MECHANICAL WORK				

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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>		R
	<b><u>The following in paraplegic lift serving 3 floors with stops at all floors</u></b>		
58	<u>Model:</u> Ruck sack lift <u>Usage:</u> Public lift <u>Capacity:</u> Wheelchair and assistant / 450kg <u>Speed:</u> +-150mm/sec <u>Travel:</u> +- 3000mm <u>Stops:</u> 3 (2 on one side and a 3rd on other side) <u>Type of drive:</u> Hydraulic ram only <u>Position of drive:</u> Bottom <u>Size of motor:</u> 2Kw <u>Safety:</u> Lift without car doors; constant pressure is needed on the up/down button when moving between floors. Sensors in door openings <u>Mechanical safety:</u> Rupture valve, Over speed control valve, Hydraulic overload protection, Hydraulic pressure relieve valve <u>Electrical safety:</u> Override limit, Overload protection, Safety curtain in door opening <u>Power failure:</u> Lift is always able to decent during a power failure to avoid passengers being trapped <u>Electronic control:</u> Relay logic with fault indicator lights <u>Call Buttons:</u> On stations in door frame (Call) <u>Press buttons:</u> In car situated on the grab rail (G, 1, key, alarm, overload, buzzer) <u>Pressure:</u> Constant <u>Finish:</u> Brushed stainless steel with micro switch buttons <u>Car size:</u> 1020x1220x2100mm <u>Car finishes:</u> Melamine panels, Aluminium skirting, Black non slip rubber tiles to floor, Stainless steel and prismatic ceilings, Stainless steel handrail, White chroma deck roof with "No Step" sign <u>Other:</u> Sim card unit, Emergency light, Emergency alarm, Handrail, Heath and safety act plate.	Item	
	<b>Carried Forward to Sectional Summary: 2</b>		R
	SECTION NO. 2		
	BUILDING WORKS		
	BILL NO. 17		
	MECHANICAL WORK		

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 18</u></b>			
	<b><u>GLAZING</u></b>			
	<b>GENERAL</b>			
	<b><u>Notes</u></b>			
	Where glazing details is not provided, contractor must design & supply glazing specifications, add for standard ironmongery to aluminium glazed doors and windows			
	All dimensions to be checked on site by manufacturer before manufacturing commences. Any variations must be approved by the client, or his/her agents.			
	<b>MIRRORS</b>			
	<b><u>6mm Mirrors with bevelled and polished edges holes for and screwed with including four chrome plated dome headed screws with cork washers to and including plugs in plastered walls.</u></b>			
1	Mirror size 450 x 600mm.	No	2	
	<b>BALUSTRADES</b>			
	<b><u>Glass balustrades</u></b>			
	<u>Glass design by contractor, frames less glass balustrade fixed to side of slab formed of panels</u>			
2	Frameless glass balustrade 1000mm high horizontal	m	14	
3	Extra over end to wall	No	5	
4	Extra over stop end	No	3	
5	Extra over for 90 degree corner	No	1	
6	Frameless glass balustrade 1000mm high raking (30 degrees)	m	8	
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 18 GLAZING			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
7	Extra over for raking/horizontal intersection	m	1		
8	Extra over for stop end	No	5		
	<b>ALUMINIUM GLAZING</b>				
	<u><b>Powder coated aluminium doors and doorframes to comply to AAAMSA specifications and with glazing to comply with AAAMSA and SABS Standards and plugged to brickwork or concrete neatly sealed off with approved sealant, including all standard ironmongery to be allowed by contractor. Shop drawings to be approved and signed of by the client.</b></u>				
	<u>Glass design by contractor, please stipulate design with tender submission</u>				
9	External double swing door 1800x2100mm (D2)	No	1		
10	External double sliding door 3950x2500mm	No	1		
11	Internal single swing door 900x2100mm	No	9		
12	Internal double sliding door 2400x2465mm	No	7		
13	Internal double swing door 1500x2100mm	No	2		
14	Internal double swing door 1700x2100mm	No	5		
	<u><b>Powder coated aluminium windows to comply to AAAMSA specifications and with glazing to comply with AAAMSA and SABS Standards and plugged to brickwork or concrete neatly sealed off with approved sealant, including all standard ironmongery to be allowed by contractor. Shop drawings to be approved and signed of by the client.</b></u>				
	<u>Glass design by contractor, please stipulate design with tender submission</u>				
15	External operable window 1500x1500mm (W4)	No	1		
16	External operable window 1500x1500mm (W5)	No	1		
17	External fixed window 1800x1500mm (W6)	No	3		
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 18 GLAZING				

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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 2</u></b>			
	<b><u>BILL NO. 19</u></b>			
	<b><u>PAINTWORK</u></b>			
	<b>GENERAL</b>			
	<b><u>Notes</u></b>			
	<u>Colours</u>			
	Unless otherwise described all paintwork shall be deemed to have pastel colour value base 7 (standard base), tinted base colours to be given separately (Base 6,8 & 9)			
	<u>Primers and Undercoats</u>			
	Primers, Undercoats, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor. shall be in accordance with the manufacturer's specifications, unless otherwise stated.			
	<u>Drying, curing and moisture content</u>			
	Surfaces to be painted shall be dry and cured for the required time and with a moisture content not exceeding 12%. A representative of the client will approve before proceeding			
	<b>EXTERNAL PAINT</b>			
	<b><u>To walls</u></b>			
	<u>Prepare, stop and paint one coat plaster primer "Dulux trade alkali resistant" and two coats "Dulux weatherguard fine texture" (colour to be selected), or similar approved products</u>			
1	Plastered surfaces (Standard base)	m2	480	
	<b><u>On metal, steel or aluminium</u></b>			
	<b>Carried forward</b>		R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 19 PAINTWORK			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Prepare, stop and clean with "Dulux galvanised cleaner" and paint one coat "Dulux primer for galvanised iron" and two coats "Dulux pearlglo waterbased enamel" (colour to be selected), or similar approved products</u>				
2	Angles, rails, pipes, etc, not exceeding 300 mm girth. (Standard base)	m	15		
	<b><u>On wood</u></b>				
	<u>Prepare, stop and paint three coats timber varnish "Dulux woodguard timbavarnish", or similar approved products</u>				
3	General surfaces of doors, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor.	m2	14		
4	General surfaces of door frames, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor.	m2	3		
	<b><u>On PVC</u></b>				
	<u>Prepare, stop and paint one coat timber primer "Dulux primer for wood" and one coat "Dulux trade universal undercoat" and two coats "Dulux pearlglo waterbased enamel" (colour to be selected), or similar approved products</u>				
5	On pipes not exceeding 300mm girth (Standard base)	m	8		
6	On pipes exceeding 300mm girth (Standard base)	m2	3		
	<b>INTERNAL PAINT</b>				
	<b><u>To walls</u></b>				
	<u>Prepare, stop and paint one coat plaster primer "Dulux trade alkali resistant" and two coats "Dulux Trade 100 lowsheen" (colour to be selected), or similar approved products</u>				
7	Plastered surfaces (Standard base)	m2	1 041		
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 19 PAINTWORK				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Prepare, stop and paint one coat plaster primer "Dulux trade alkali resistant" and two coats "Dulux pearl glo" enamel (to bathroom walls) (colour to be selected), or similar approved products</u>				
8	Plastered surfaces (Standard base)	m2	19		
	<b><u>On ceilings &amp; partitioning</u></b>				
	<u>Prepare, stop and paint one coat plaster primer "Dulux trade alkali resistant" and two coats "Dulux Trade 100 lowsheen" (colour to be selected), or similar approved products</u>				
9	Concrete soffits (Standard base)	m2	206		
10	Plasterboard partitions (Standard base)	m2	397		
	<u>Prepare, stop and paint one coat plaster primer "Dulux trade alkali resistant" and two coats "Dulux trade 65 matt" (colour to be selected), or similar approved products</u>				
11	Flush plastered ceilings (Standard base)	m2	124		
12	Flush plastered bulkheads (Standard base)	m2	14		
13	On coved polystyrene cornice not exceeding 100mm wide (Standard base)	m	69		
	<b><u>On wood</u></b>				
	<u>Prepare, stop and paint one coat timber primer "Dulux primer for wood" and one coat "Dulux trade universal undercoat" and two coats "Dulux solvent based enamel" (colour to be selected), or similar approved products</u>				
14	General surfaces of doors, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor. (Standard base)	m2	51		
15	General surfaces of door frames, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor. (Standard base)	m2	13		
	<b>Carried forward</b>			R	
	SECTION NO. 2 BUILDING WORKS BILL NO. 19 PAINTWORK				

CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY  
BILLS OF QUANTITIES  
MAIN CONTRACT

	Brought forward			R	
16	General surfaces of timber skirting's not exceeding 150mm high (Standard base)	m	342		
Carried Forward to Sectional Summary: 2				R	
SECTION NO. 2 BUILDING WORKS BILL NO. 19 PAINTWORK					

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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 3</u></b>			
	<b><u>BILL NO. 1</u></b>			
	<b><u>LANDSCAPING</u></b>			
	<b>EARTHWORKS</b>			
	<b><u>Excavations for trenches &amp; holes</u></b>			
	<u>Excavate in earth (pickable material) below reduced or natural ground level and set aside (heap on site) for use as filling (backfilling elsewhere) or carted away (cart away elsewhere) for:</u>			
1	Reduce levels under landscaping areas	m3	41	
	<b><u>Extra over all excavations for carting away</u></b>			
2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor. (Allow for bulking)	m3	27	
	<b><u>Filling</u></b>			
	<u>Earth filling obtained from the excavations and spreaded for landscape where needed on site</u>			
3	Backfilling spreaded over area	m3	14	
	<u>Imported materials supplied by the contractor:</u>			
4	80mm Thick imported natural garden soil layer and spreaded	m3	41	
	<b>LANDSCAPING</b>			
	<b><u>"Kikiyu" Grass, or similar approved lawn</u></b>			
5	Laid and planted to topsoil, inc levelling with topsoil after laid down.	m2	135	
	<b>Carried Forward to Sectional Summary: 3</b>			
	SECTION NO. 3			
	EXTERNAL WORKS			
	BILL NO. 1			
	LANDSCAPING			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No		Quantity	Rate	Amount
	<b><u>SECTION NO. 3</u></b>			
	<b><u>BILL NO. 2</u></b>			
	<b><u>ROADWORK &amp; PAVING</u></b>			
	<b>EARTHWORKS</b>			
	<b><u>Excavations for trenches &amp; holes</u></b>			
	<u>Excavate in earth (pickable material) below reduced or natural ground level and set aside (heap on site) for use as filling (backfilling elsewhere) or carted away (cart away elsewhere) for:</u>			
1	Reduce levels under paving areas	m3	331	
	<u>Extra over pickable material for difficulty excavating in:</u>			
2	Soft rock	m3	25	
3	Hard rock	m3	8	
4	Boulders excavation	m3	15	
	<b><u>Extra over all excavations for carting away</u></b>			
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor. (Allow for bulking)	m3	331	
	<b><u>Compaction, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</u></b>			
	<u>Compaction of ground &amp; filling surface areas</u> <u>Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor., breaking down oversize materials adding suitable material where necessary and compacting to 95% Mod AASHTO density</u>			
6	Under paving areas	m2	804	
	<b>Carried forward</b>		R	
	SECTION NO. 3 EXTERNAL WORKS BILL NO. 2 ROADWORK & PAVING			

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Rip up, scarify and recompact earth surface 150mm deep to 90% Mod AASHTO density</u>				
7	On excavated platforms before importing new materials	m2	798		
	<b><u>Filling</u></b>				
	<u>Imported materials G5 supplied by the contractor:</u>				
8	150mm Thick imported (G5) natural gravel layer and compacted to 97% MOD AASHTO density	m3	120		
	<u>Imported materials G7 supplied by the contractor:</u>				
9	150mm Thick imported (G7) natural gravel layer and compacted to 93% MOD AASHTO density	m3	132		
10	150mm Thick imported (G7) natural gravel layer and compacted to 95% MOD AASHTO density	m3	120		
	<b><u>Tests</u></b>				
	<u>Allow for tests</u>				
11	Allow for Mod AASHTO density tests to be carried out when instructed by the Engineer	No	8		
	<b>PAVING</b>				
	<b><u>Precast concrete block road surfacing</u></b>				
	<u>Grey (Uncoloured)</u>				
12	60mm Uncoloured grey interlocking concrete paving blocks (200x100mm) or similar approved, laid in herringbone pattern to falls on and including a 20mm bed of washed river sand, sand filling to joints compacted	m2	724		
	<u>Coloured</u>				
13	50mm Coloured "Charcoal" rectangular paver concrete paving blocks (200x100mm) or similar approved, laid in herringbone pattern to falls on and including a 20mm bed of washed river sand, sand filling to joints compacted	m2	80		
	<b>Carried forward</b>			R	
	SECTION NO. 3 EXTERNAL WORKS BILL NO. 2 ROADWORK & PAVING				



**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Sundries</u>				
14	Extra over 200mm edging on above and including 200x150mm thick unreinforced concrete bedding including excavation, formwork, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor.	m	102		
	<b>KERBS &amp; CHANNELS</b>				
	<u>Precast concrete kerbs finished smooth on exposed surfaces including excavation, bedding, small foundation, compacting, bedding, backing, jointing, pointing with 1-3 Cement Mortar, backfilling, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</u>				
	<u>Battered Kerbs</u>				
15	Figure 3 precast concrete kerb	m	53		
16	Figure 3 precast concrete kerb, circular on plan not exceeding 4000mm radius	m	28		
	<u>Mountable Kerbs</u>				
17	Figure 8A precast concrete kerb	m	14		
	<b>ROAD MARKINGS &amp; SIGNS</b>				
	<u>Retro reflective road marking paint (minimum of two coats)</u>				
	<u>Lines</u>				
18	White line 100mm wide	m	85		
19	Yellow line 100mm wide	m	10		
	<u>Other</u>				
20	Word "STOP" in letters 2500mm high	No	1		
	<b>Carried forward</b>			R	
	SECTION NO. 3 EXTERNAL WORKS BILL NO. 2 ROADWORK & PAVING				

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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Item No			Quantity	Rate	Amount
	<b><u>SECTION NO. 3</u></b>				
	<b><u>BILL NO. 3</u></b>				
	<b><u>STORMWATER, SEWER &amp; WATERSUPPLY SERVICES</u></b>				
	<b>RAINWATER DRAINAGE</b>				
	<b><u>Pipes</u></b>				
	<u>Perforated pipes</u>				
1	110mm Pipes laid in stone filling (Stones & earthworks elsewhere)	m	54		
2	110mm bend 90°	No	2		
3	110mm Junction 90°	No	1		
4	110mm Stop end	No	1		
	<u>Sundries on perforated pipe systems</u>				
5	Geofabric filter blanket "Kaymat U24" wrapped around stone encasing with 150mm side and 300mm end laps including stitching, or similar approved products	m2	108		
6	19mm Crushed stone encasing to pipes	m3	9		
	<b>SEWERAGE PIPEWORK</b>				
	<b><u>Pipes</u></b>				
	<u>PVC Pipes</u>				
7	110mm Pipes laid in trenches (Earthworks elsewhere)	m	41		
	<u>PVC Pipe fittings in ground</u>				
8	110mm Junction 45°.	No	2		
9	110mm PVC Inspection eye 45 degrees	No	1		
	<b>Carried forward</b>			R	
	SECTION NO. 3				
	EXTERNAL WORKS				
	BILL NO. 3				
	STORMWATER, SEWER & WATERSUPPLY SERVICES				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Brought forward				R
<b><u>Gulleys, grease traps, etc</u></b>				
<b><u>Gulleys</u></b>				
10	Standard precast gulley system complete with 410 x 430mm precast gulley embedded on to ground surface with mortar, including iron grating 110mm and 110mm uPVC trap beneath ground surface sealed to gulley connect to soil drainage, include for earthworks, etc	No	1	
<b><u>Inspection chambers, catch pits, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</u></b>				
<b><u>Inspection chambers</u></b>				
11	Construct rectangular manhole 1050x890x1000mm deep (Earthworks elsewhere) of 150mm thick surface bedding at bottom, build up with 220mm brick wall until level with surface level, 600x450mm rectangular medium duty cast iron cover lid with frame placed on top of brick walls, plaster around cover to be trowelled smooth on outer edges and seal off neatly against surrounding surface areas, Benching to exposed pipes at bottom to be done at 45°	No	1	
<b><u>Connections</u></b>				
<b><u>Connections to service of the local authority</u></b>				
12	Connection to council/estate grid		Item	
<b>EARTHWORKS FOR PIPING</b>				
<b><u>Pipe trenches (Method A)</u></b>				
<b><u>Pipe trenches</u></b>				
13	Excavate trenches for pipes not exceeding 1000mm deep, and spoil next to trench.	m3	17	
14	Excavate holes for manholes not exceeding 1500mm deep, and spoil next to hole	m3	2	
Carried forward				R
SECTION NO. 3 EXTERNAL WORKS BILL NO. 3 STORMWATER, SEWER & WATERSUPPLY SERVICES				

**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	Brought forward			R
15	Cart away surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor. (Allow for bulking)	m3	5	
16	Back filling obtained from the excavations and compacted to 93% Mod AASHTO density in trench	m3	13	
	<u>Bedding under and filling around pipes comprising sand, crushed stone, concrete, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.</u>			
17	Import materials & compact to create Class B bedding under pipes 100mm thick	m3	4	
Carried Forward to Sectional Summary: 3				R
SECTION NO. 3				
EXTERNAL WORKS				
BILL NO. 3				
STORMWATER, SEWER & WATERSUPPLY SERVICES				

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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

	<b>Brought forward</b>			R	
	<u>Earth filling obtained from the excavations and compacted to 93% Mod AASHTO density:</u>				
6	Backfilling to trenches, holes, Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling & carting away to a site located by the contractor.	m3	4		
	<b><u>Compaction of surfaces</u></b>				
	<u>Compaction of ground &amp; filling surface areas</u> <u>Descriptions of extra over excavations for encountering rock, etc, includes the difficulty of excavation, handling &amp; carting away to a site located by the contractor.,</u> <u>breaking down oversize materials adding suitable material where necessary and compacting to 98% Mod AASHTO density</u>				
7	In bottom of trenches and bases	m2	10		
	<b>CONCRETE, FORMWORK &amp; REINFORCING</b>				
	<b><u>Concrete (with 19mm Stone), cast to excavated surfaces</u></b>				
	<u>20Mpa unreinforced concrete</u>				
8	Strip footings	m3	2		
	<b><u>Concrete (with 19mm Stone), cast to brickwork/formwork</u></b>				
	<u>25Mpa unreinforced concrete</u>				
9	In cavity walls infill in foundations	m3	3		
	<b><u>Bar reinforcement</u></b>				
	<u>Mild tensile steel reinforcement to structural concrete work</u>				
10	8-40mm Diameter bars	t	0.1		
	<b>Carried forward</b>			R	
	SECTION NO. 3 EXTERNAL WORKS BILL NO. 4 BOUNDARY WALLS AND FENCING				

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**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Brought forward			R
	<u>500 Microns black waterproofing membrane with minimum overlaps of 150mm, sealed with 48mm approved sealing strips</u>		
17	In foundation wall adjacent waterproofed wall	m2	24
	<u>Filter blankets</u>		
18	Geofabric filter blanket "Kaymat U24" vertically next to waterproofing to walls with 150mm side and 300mm end laps including stitching or similar approved products	m2	24
<b>PLASTERING</b>			
	<u>Externally</u>		
	<u>One coat 1:4.5 cement scratch plaster wood float finished on:</u>		
19	Vertical brick surfaces	m2	82
20	Narrow widths not exceeding 300mm wide to brickwork	m	16
<b>TILES</b>			
	<u>Stone cladding</u>		
	<u>Approved (Allow PC amount of R 200/m2) stone cladding fixed to walls as per approved method of installation</u>		
21	To plastered walls	m2	35
<b>PAINTWORK</b>			
	<u>To walls</u>		
	<u>Prepare, stop and paint one coat plaster primer "Dulux trade alkali resistant" and two coats "Dulux weatherguard smooth base 7" (colour to be selected), or similar approved products</u>		
22	Plastered surfaces (Standard base)	m2	71
<b>Carried Forward to Sectional Summary: 3</b>			R
SECTION NO. 3			
EXTERNAL WORKS			
BILL NO. 4			
BOUNDARY WALLS AND FENCING			

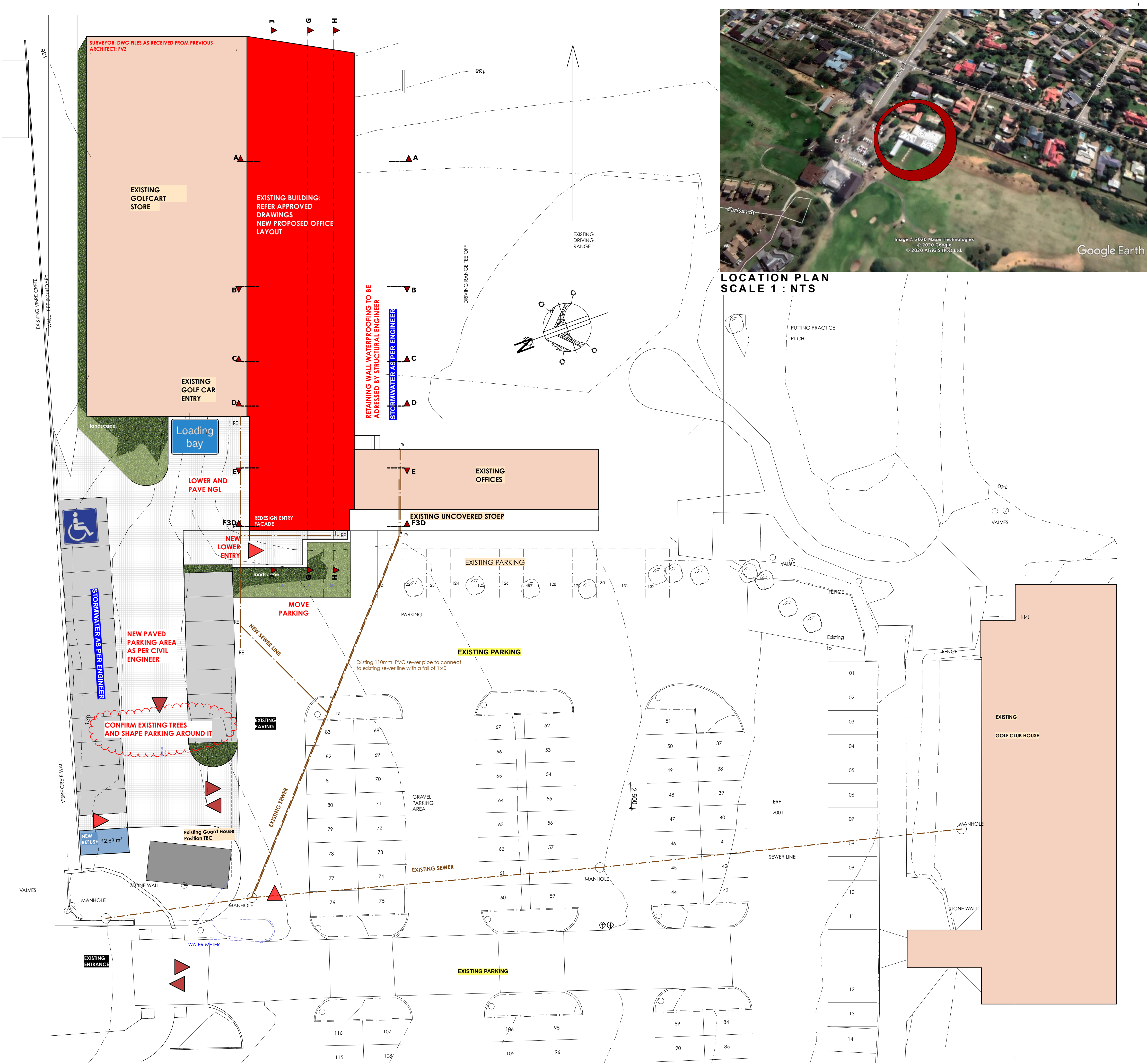
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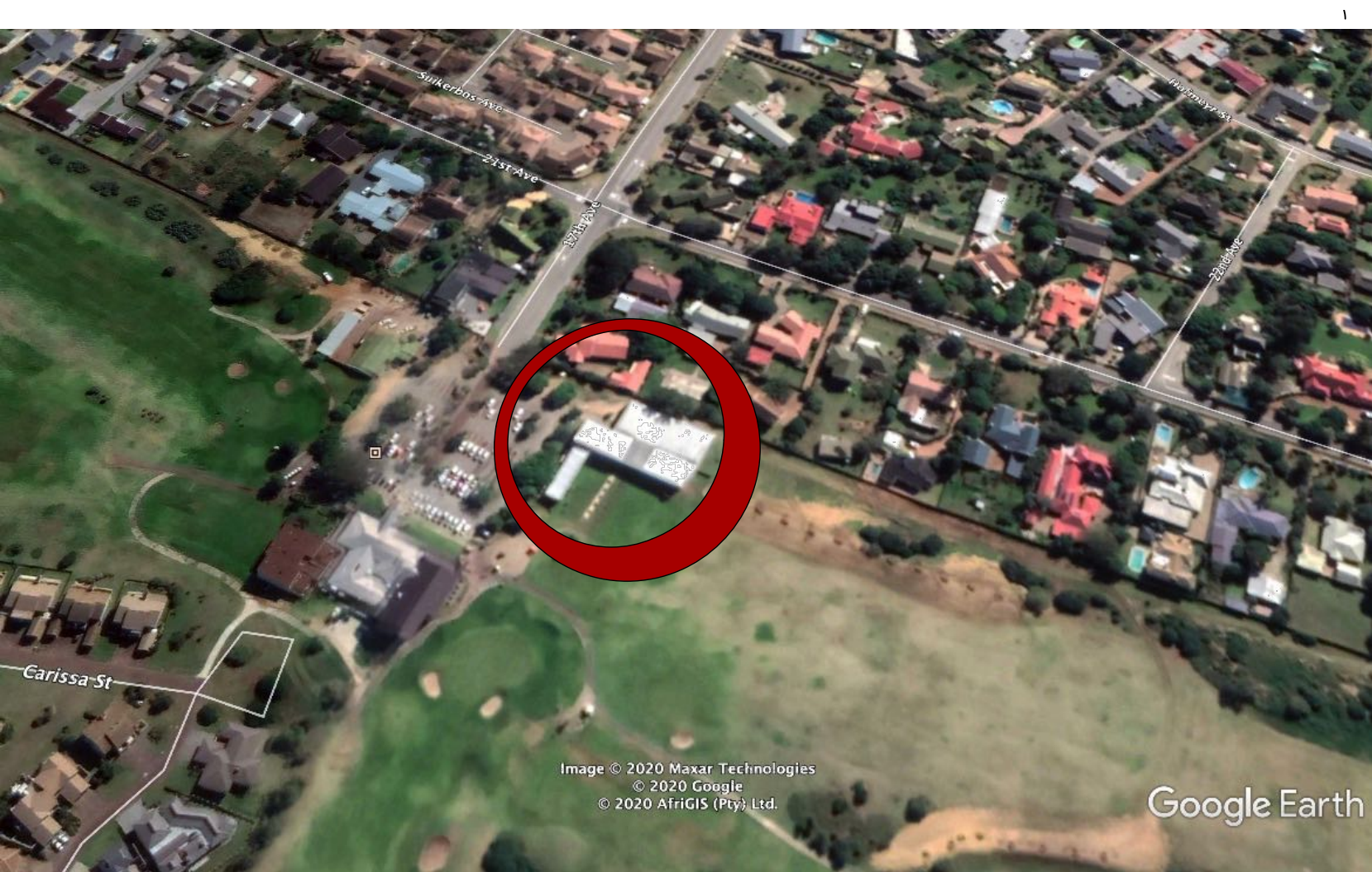
**CONSTRUCTION OF NEW EMERGENCY CONTROL CENTRE MOSSELBAY**  
**BILLS OF QUANTITIES**  
**MAIN CONTRACT**

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	PRELIMINARIES & GENERAL	8	
2	BUILDING WORKS	73	
3	EXTERNAL WORKS	86	
4	PROVISIONAL AMOUNTS	87	
	<b>SUB TOTAL</b>		R
	<b>15% VALUE ADDED TAX</b>		R
	<b>Carried to Form of Tender</b>		R





SITE DEVELOPMENT PLAN  
SCALE 1 : 200



LOCATION PLAN  
SCALE 1 : NTS

DRAWING ANNEXURE A: 5 PAGES

**AREA SCHEDULE:**  
ERF AREA: PORTION OF BIGGER ERF  
EXISTING BUILDING PREVIOUSLY APPROVED  
OCCUPATION CLASSIFICATION: G1  
1 Person/15m²  
**DEVELOPMENT PARAMETERS** SEC 2020  
LAND USE: OFFICES  
COVERAGE ALLOWED: 60%  
FAR: 1  
HEIGHT: 11m  
BUILDING LINES: 6.5m SETBACK FROM C/L OF ROAD  
STREET BUILDING LINE: 5m  
SIDE AND REAR BUILDING LINES: 3m  
PARKING: 2 PER 100m² GLA  
**ACTUAL COVERAGE:** PART OF LARGER SITE  
**GROSS BUILDING AREA:** REFER PLAN SCHEDULE  
**GROSS LETTABLE AREA:** REFER PLAN SCHEDULE  
**FAR:** PART OF LARGER SITE  
**PARKING PROVIDED:** 16 (16 REQUIRED)

**NOTES:**  
1.Site contours, boundaries and areas to be confirmed by Land Surveyor.  
2.Building platform, cut and fill, and retaining structures and civil service design to be confirmed by registered Civil / Structural Engineers.

**LEGEND:**  
REFER AREA SCHEDULE

**EXISTING BUILDING: PREVIOUS OFFICES APPROVED. MAINTENANCE REQUIRED:**  
ON COMPLETION OF THE STRUCTURAL AND CIVIL ENGINEER TO SIGN FORM 4 ON ALL EXISTING AND NEW WORK TO ENSURE A STRUCTURALLY STABLE BUILDING IN CONFORMANCE WITH THE NATIONAL BUILDING REGULATIONS

**EXISTING ROOF TO BE APPROVED BY STRUCTURAL ENGINEER**

**VEHICLE CIRCULATION**

**PRIMARY CIRCULATION PEDESTRIAN CIRCULATION**

**PARAPLEGIC RAMPS**

**EXISTING PARKING BAYS**

**20 NEW PARKING BAYS**

**NEW PARAPLEGIC PARKING**

**NEW LOADING BAY**

**GREEN SPACE**

**RECYCLE AND REFUSE**

**STORMWATER AS PER CIVIL ENGINEER** Stormwater Plan to be submitted to the Director: Infrastructure Services, prior to approval of the Site Development Plan. Broken collection must meet the satisfaction of the Director: Community Services.

**GENERAL NOTES**

- \* All building work to comply with SABS 9400
- \* No dimensions to be scaled or scanned from drawing
- \* All dimensions to be checked on site before any work is put in hand
- \* Where applicable the contractor is to check on site the size of components to be manufactured prior to installation
- \* Contractor is responsible for correct setting out of the buildings, all external and internal walls with particular reference to boundaries, building lines, etc.
- \* Contractor to verify all levels, heights and dimensions on site and to check the same against the drawings before putting any work in hand
- \* Contractor is to locate and identify existing services on the site and protect these from damage throughout the duration of the works
- \* Any errors, discrepancies or omissions to be reported immediately
- \* Contractor is to build in approved 4 ply D.P.C. weather or not these are shown on drawings, to all walls at each floor, beam or parapet level and to all windows, doors, grilles or other openings in external walls
- \* Any queries arising from all the above must be reported and clarified before any works is put in hand
- \* This drawing to be read in conjunction engineers drawings when applicable

**DRAINAGE NOTES**

- \* All plumbing and drainage work and installation of sanitary fittings to comply with the relevant Local Authority by-laws, regulations and requirements
- \* Provide I.E. % to all bends and junctions with suitable markers at ground level and to be fully accessible at all times
- \* Minimum 160 fall to all drain pipes
- \* Provide approved resin traps to all waste fittings
- \* Provide A.E. % to foot of all soil stacks
- \* All soil pipes passing under buildings or footings to be protected against loads

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SIGNATURE OF OWNER/ CLIENT:	DATE:
SIGNATURE OF ARCHITECT: SORINA VAN DEVENTER 6641	DATE:

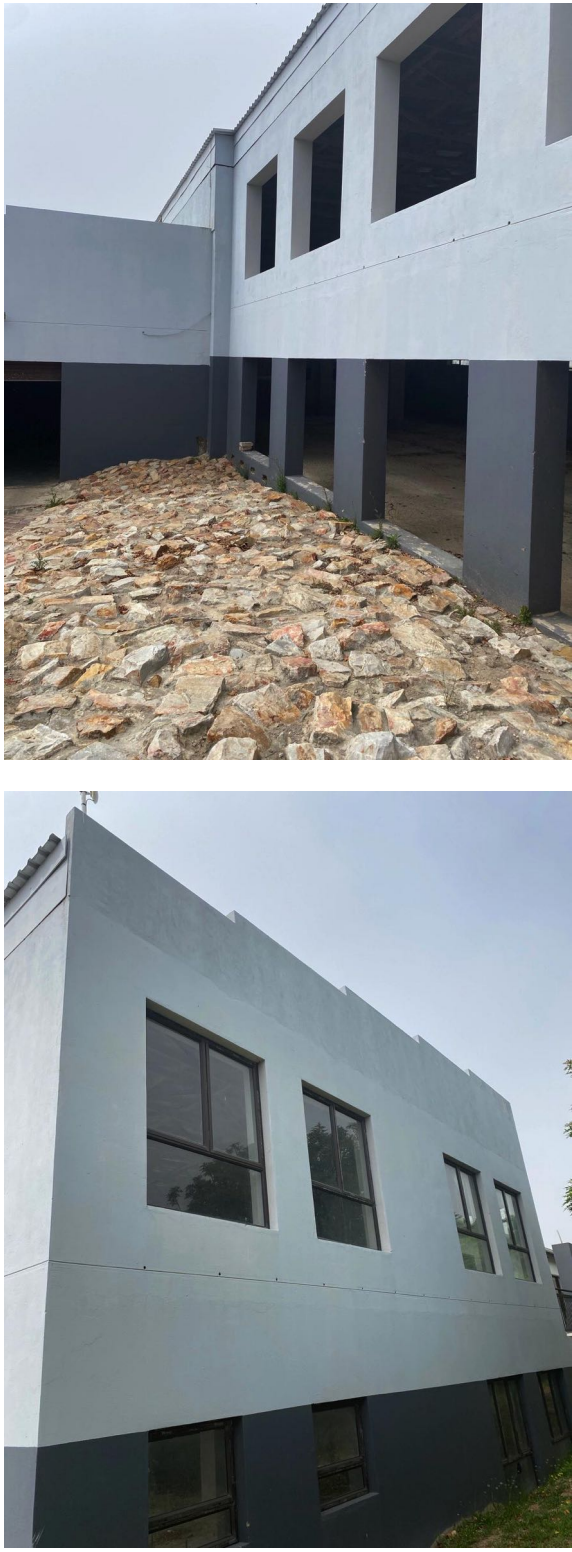
REVISIONS		
DEC 2020	OMIT DV AT B ROOM ADD MANAGER AMEND TO COMMITTEE ROOM OPEN PLAN TO BE FINALISED	

**DRAWING STATUS**  
**STAGE 4.1 DEVELOPMENT**

**PROJECT TITLE**  
**FWQ102/2020/2021: A NEW EMERGENCY CONTROL CENTRE WITH INTEGRATED DISASTER MANAGEMENT FACILITY**

**Erf 2001, 17 Avenue Mossel Bay**  
**FOR: MOSSELBAY MUNICIPALITY**

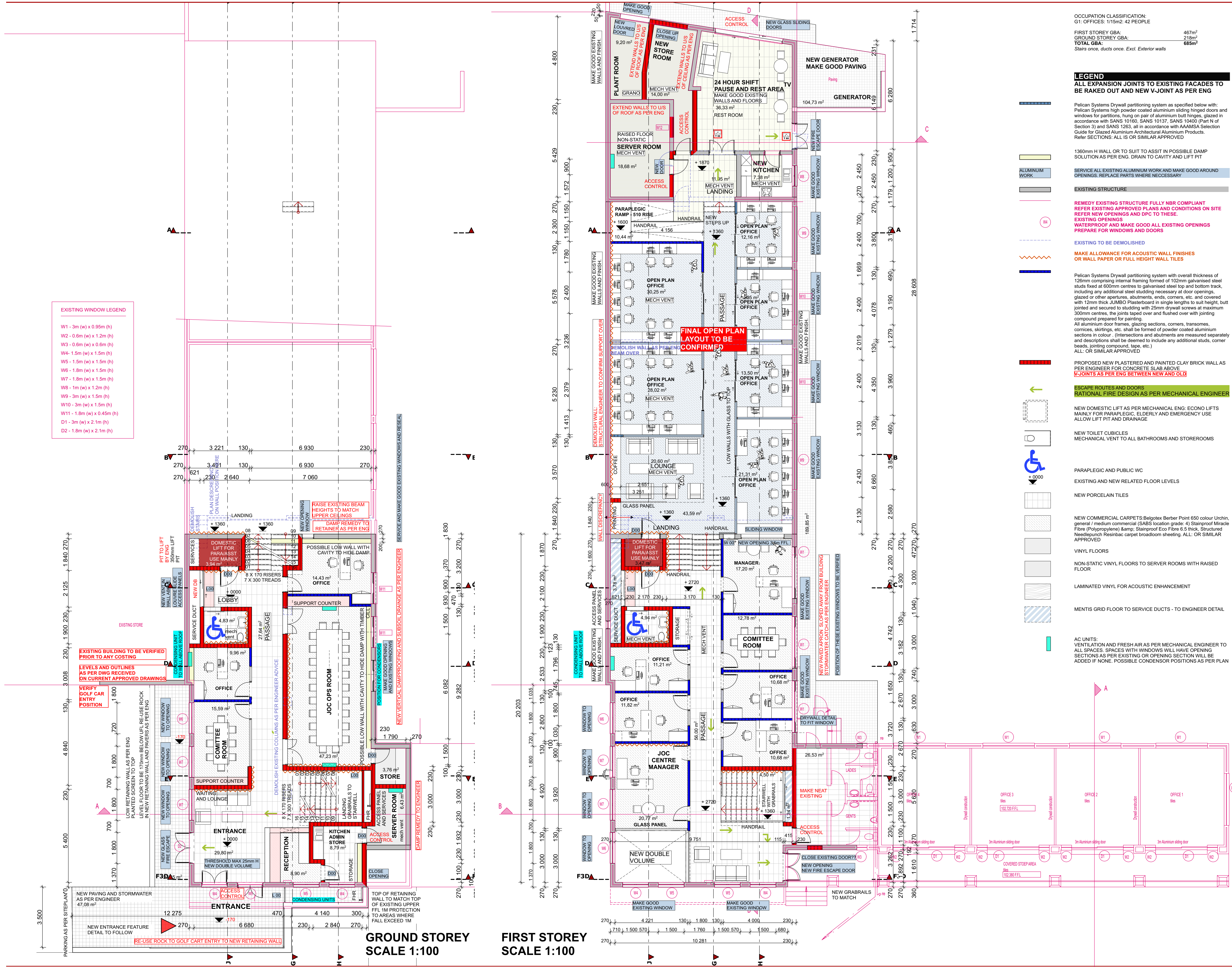
**DRAWING DESCRIPTION**  
**SITE DEVELOPMENT PLAN**



SERVICES:		MEETING NOTES:
Electrical	Municipal connection with back-up electricity generation Required	ELEC ENG WITH LA COORDINATE
Fire Installation		
IT Installation	Provision for IT hardware and services	
Plumbing Installation	Municipal water and sewer connection. Hot and cold-water reticulation. Hot water supply. Mechanical ventilation of controllable temperature	HOT WATER TO KITCHEN ONLY FRESH AIR AND AC AS PER PLAN
Ventilation		
Parking	Formalized parking area for officials and visitors	
EXTERNAL:		

ARCL ARCHITECTS		
George   Ocean Road 31   Courtyard Street George   044 873 4978 Mossel Bay   REMOTELY   Tel 083 452 1523 www.arcl.co.za info@arcl.co.za   PO Box 12058 Garden Route Mail 6646		
PROJECT NO: TBC	DRAWING NO: 100	REVISION 2





OCCUPATION CLASSIFICATION:  
G1: OFFICES: 1/15m2: 42 PEOPLE

FIRST STOREY GBA:	467m <sup>2</sup>
GROUND STOREY GBA:	218m <sup>2</sup>
<b>TOTAL GBA:</b>	<b>685m<sup>2</sup></b>

Stairs once, ducts once. Excl. Exterior walls

**LEGEND**  
**ALL EXPANSION JOINTS TO EXISTING FACADES TO BE RAKED OUT AND NEW V-JOINT AS PER ENG**

Pelican Systems Drywall partitioning system as specified below with:  
\* Contractor to build in approved 4 ply D.P.C. weather or not these are shown on drawings, to all walls at each floor, beam or parapet level and to all windows, doors, grilles or other openings in external walls.  
\* Any queries arising from all the above must be reported and clarified before any works is put in hand.  
\* This drawing to be read in conjunction engineers drawings when applicable.

1360mm H WALL OR TO SUIT TO ASSIT IN POSSIBLE DAMP SOLUTION AS PER ENG. DRAIN TO CAVITY AND LIFT PIT

SERVICE ALL EXISTING ALUMINIUM WORK AND MAKE GOOD AROUND OPENINGS. REPLACE PARTS WHERE NECESSARY

**EXISTING STRUCTURE**

**REMEDY EXISTING STRUCTURE FULLY NBR COMPLIANT**  
**REFER EXISTING APPROVED PLANS AND CONDITIONS ON SITE**  
**REFER NEW OPENINGS AND DPC TO THESE.**  
**EXISTING OPENINGS**  
**WATERPROOF AND MAKE GOOD ALL EXISTING OPENINGS**  
**PREPARE FOR WINDOWS AND DOORS**

**EXISTING TO BE DEMOLISHED**

**MAKE ALLOWANCE FOR ACOUSTIC WALL FINISHES**  
**OR WALL PAPER OR FULL HEIGHT WALL TILES**

Pelican Systems Drywall partitioning system with overall thickness of 126mm comprising internal framing formed of 102mm galvanised steel studs fixed at 600mm centres to galvanised steel top and bottom track, including any additional steel studding necessary at door openings, glazed or other apertures, abutments, ends, corners, etc. and covered with 12mm thick JUMBO Plasterboard in single lengths to suit height, but jointed and secured to studding with 25mm drywall screws at maximum 300mm centres, the joints taped over and flushed over with jointing compound prepared for painting.  
All aluminium door frames, glazing sections, corners, transoms, comings, skirtings, etc. shall be formed of powder coated aluminium sections in colour. (Intersections and abutments are measured separately and descriptions shall be deemed to include any additional studs, corner beads, jointing compound, tape, etc.)  
ALL: OR SIMILAR APPROVED

**PROPOSED NEW PLASTERED AND PAINTED CLAY BRICK WALL AS PER ENGINEER FOR CONCRETE SLAB ABOVE**  
**V-JOINTS AS PER ENG BETWEEN NEW AND OLD**

**ESCAPE ROUTES AND DOORS**  
**RATIONAL FIRE DESIGN AS PER MECHANICAL ENGINEER**

NEW DOMESTIC LIFT AS PER MECHANICAL ENG: ECONO LIFTS  
MAINLY FOR PARAPLEGIC, ELDERLY AND EMERGENCY USE  
ALLOW LIFT PIT AND DRAINAGE

NEW TOILET CUBICLES  
MECHANICAL VENT TO ALL BATHROOMS AND STOREROOMS

PARAPLEGIC AND PUBLIC WC

EXISTING AND NEW RELATED FLOOR LEVELS

NEW PORCELAIN TILES

NEW COMMERCIAL CARPETS/Belgotek Berber Point 650 colour Urchin, general / medium commercial (SABS location grade: 4) Stainproof Miracle Fibre (Polypropylene) &amp; Stainproof Eco Fibre 6.5 thick, Structured Needlepoint Resinbac carpet broadloom sheeting. ALL: OR SIMILAR APPROVED

VINYL FLOORS

NON-STATIC VINYL FLOORS TO SERVER ROOMS WITH RAISED FLOOR

LAMINATED VINYL FOR ACOUSTIC ENHANCEMENT

MENTIS GRID FLOOR TO SERVICE DUCTS - TO ENGINEER DETAIL

AC UNITS:  
VENTILATION AND FRESH AIR AS PER MECHANICAL ENGINEER TO ALL SPACES. SPACES WITH WINDOWS WILL HAVE OPENING SECTIONS AS PER EXISTING OR OPENING SECTION WILL BE ADDED IF NONE. POSSIBLE CONDENSOR POSITIONS AS PER PLAN

**GENERAL NOTES**

- \* All building work to comply with SABS 9400
- \* No dimensions to be scaled or scanned from drawing
- \* All dimensions to be checked on site before any work is put to hand
- \* Where applicable the contractor is to check on site the size of components to be manufactured prior to installation
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- \* Contractor is to locate and identify existing services on the site and protect these from damage throughout the duration of the works
- \* Any errors, discrepancies or omissions to be reported immediately
- \* Contractor is to build in approved 4 ply D.P.C. weather or not these are shown on drawings, to all walls at each floor, beam or parapet level and to all windows, doors, grilles or other openings in external walls
- \* Any queries arising from all the above must be reported and clarified before any works is put in hand
- \* This drawing to be read in conjunction engineers drawings when applicable

**DRAINAGE NOTES**

- \* All plumbing and drainage work and installation of sanitary fittings to comply with the relevant Local Authority by-laws, regulations and requirements.
- \* Provide I.E. % to all bends and junctions with suitable markers at ground level and to be fully accessible at all times
- \* Minimum 160 fall to all drain pipes
- \* Provide approved rosette traps to all waste fittings
- \* Provide A.E. % to foot of all soil stacks
- \* All soil pipes passing under buildings or footings to be protected against loads

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SIGNATURE OF OWNER/CLIENT:	DATE:
SIGNATURE OF ARCHITECT: SORIN VAN DEVENTER 6641	DATE:

**REVISONS**

DEC 2020	OMIT DV AT B ROOM ADD MANAGER AMEND TO COMMITTEE ROOM OPEN PLAN TO BE FINALISED
----------	------------------------------------------------------------------------------------------

**DRAWING STATUS**  
**STAGE 4.1 DEVELOPMENT**

**PROJECT TITLE**  
**FWQ102/2020/2021: A NEW EMERGENCY CONTROL CENTRE WITH INTEGRATED DISASTER MANAGEMENT FACILITY**

**Erf 2001, 17 Avenue Mossel Bay**

**FOR: MOSSELBAY MUNICIPALITY**

**DRAWING DESCRIPTION**  
**FLOORPLANS**

SCALE	AS SHOWN
DATE	DATE OF 1ST ISSUE
ISSUED	2022/01/12
DRAWN BY	SVD
CHECKED BY	S.V.D.
ARCHITECT	S.V.D.

**ARCLX ARCHITECTS**

George (Dwyer) House 31 Courtney Street George 1844 873 4978  
Mossel Bay (REMOVED) Tel 083 452 1523  
www.arclx.co.za  
info@arclx.co.za | PO Box 12526 Garden Route Mail 6046

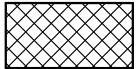
PROJECT NO:	DRAWING NO:	REVISION
TBC	101	2



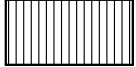




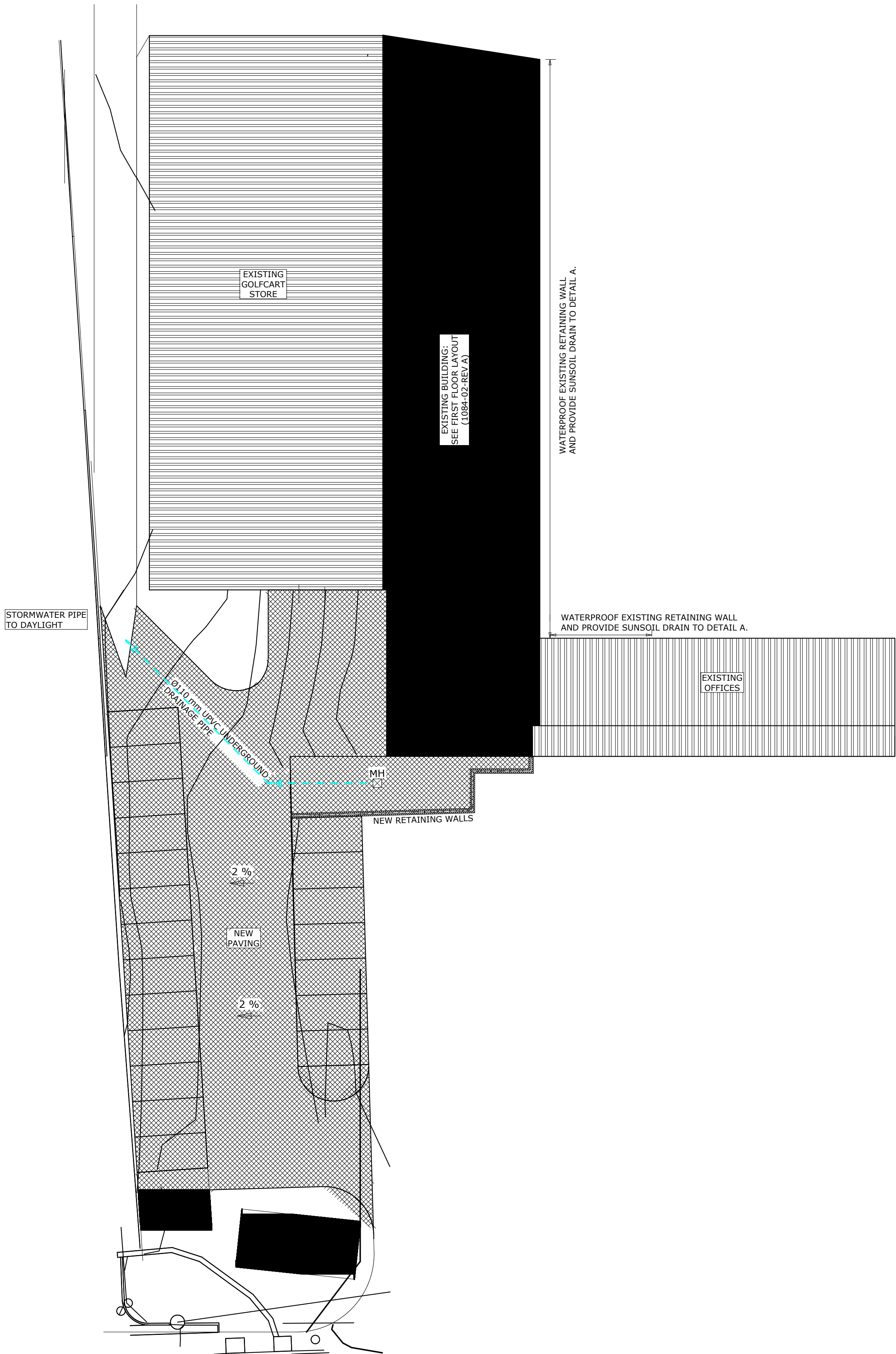
LEGEND:



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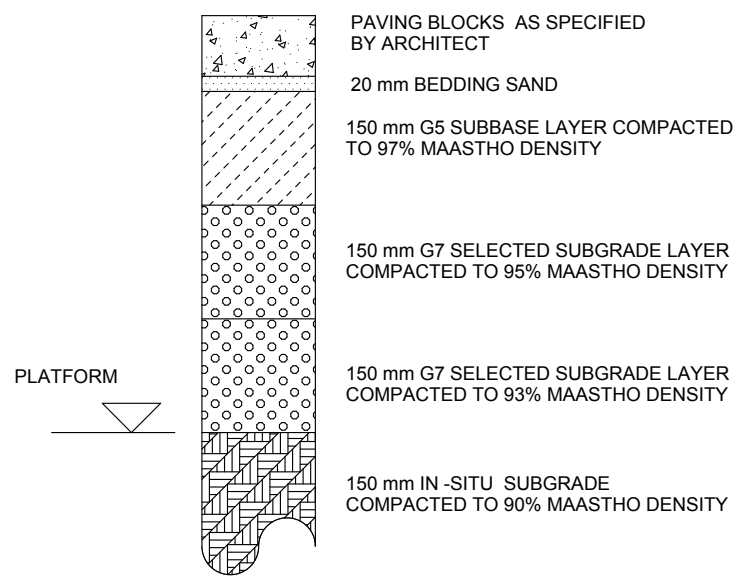


ROOF SHEETING

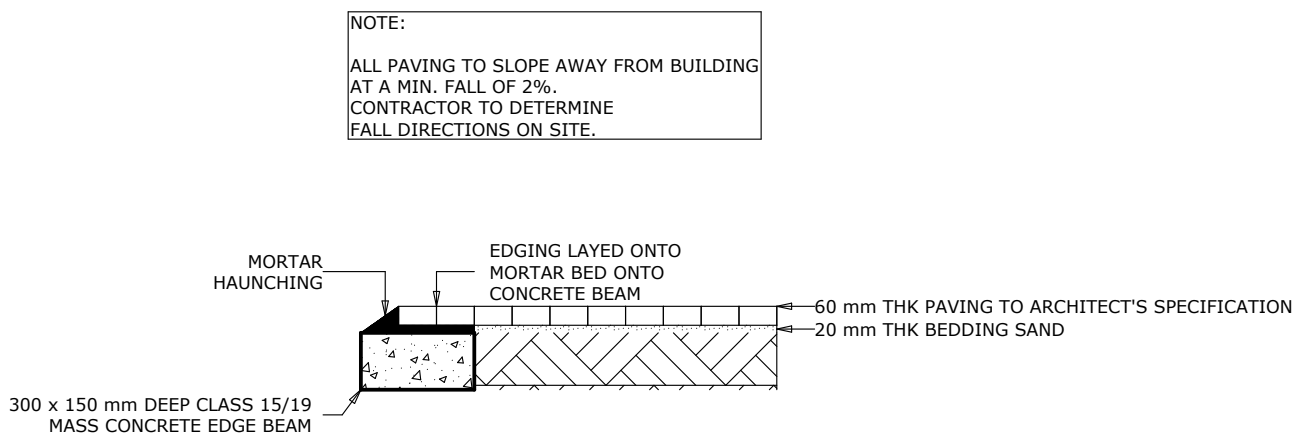


STRUCTURAL SITE LAYOUT

SCALE 1:200

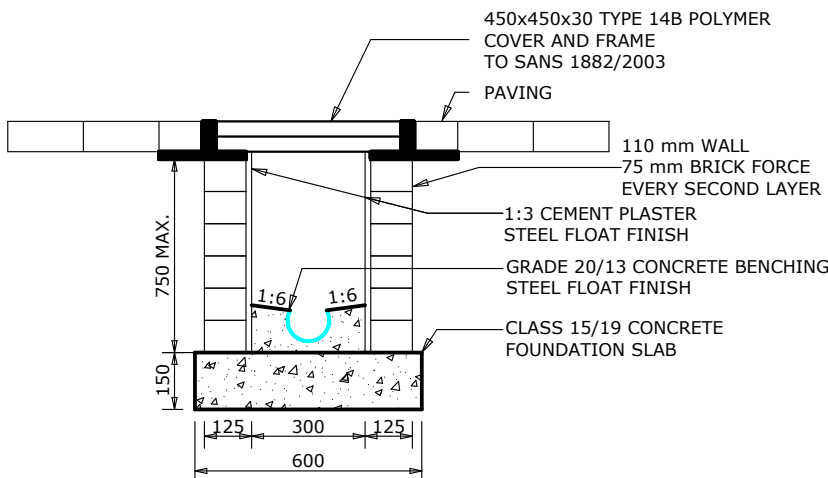


LAYERWORKS FOR ROAD  
WAY AND PARKING AREAS



CAR PARK PAVING DETAILS

SCALE 1:20



STORMWATER MANHOLE  
MAX DEPTH: 750 mm

SCALE 1:20

ALGEMENE NOTAS/GENERAL NOTES:

Concrete work to be done according to SABS 0100 Part 2

- STRENGTH**  
Minimum cube compressive strength of concrete at 28 days:  
Structural concrete 25Mpa  
Mass concrete 15Mpa
- AGGREGATE SIZE**  
Maximum aggregate size in:  
Structural concrete 19mm  
Mass concrete 38mm
- CASTING OF CONCRETE**  
No concrete is to be cast without prior inspection and written consent from the Engineer. The contractor is to take 3 test cubes per structural pour, cure and deliver to the Engineer for testing at 7 days.
- REINFORCEMENT**  
Reinforcement according to SABS 920  
Splice length 45 x Bar diameter
- REMOVAL OF FORMWORK**  
Slabs 14 days  
Beams 21 days  
Columns and walls 3 days
- CONCRETE COVER**  
Cover of concrete reinforcement is:  
Slabs 40 mm  
Beams 40 mm  
Columns and walls 40 mm  
Foundation footings 50 mm
- DIMENSIONS**  
No dimensions are to be scaled from the drawings. The contractor shall report any discrepancy immediately to the engineer before construction commences.
- BACKFILLING**  
All backfilling and compaction to be done to the engineers approval.
- Blinding layers to be mass concrete.

MASONRY CONSTRUCTION

- All load bearing brick walls to have a compressive strength of not less than 10MPa laid on a class 2 mortar with a 28 day compressive strength of 5MPa as specified in SABS 0164 Part 1-1987 (Code of practice for masonry)
- BRICKFORCE:**  
Minimum diameter of brickforce = 2,8mm  
Yield strength = 485MPa  
Minimum lap length = 400mm
- Brickforce to be placed in the first five layers of brickwork on strip footings, there after in every fifth layer in all load bearing brick walls. Place brickforce in the first five layers above all window and door openings.
- Place 10mm softboard on top of all non-bearing walls.
- Two layers of hardboard with grease in between to be placed on top of all load bearing brick work before concrete is placed.
- Load bearing brick walls are shown as follows:
- Place crimped galvanized mild steel wall ties at a rate of 5 per m2 in all 280mm walls together with brickforce for 115mm walls.
- Build in 2 x 100mm wide pre-stressed concrete lintels over all door and window openings unless otherwise indicated.

JOC ECC

**Shama Consultants**  
STRUKTURELE INGENIEURS  
STRUCTURAL ENGINEERS  
PO BOX 9371  
GEORGE, 6530  
Tel 084 201 7777 Fax/Faks (086) 611 3096

Approved by/Goedgekeur deur

Drawn/Geteken	Checked/Nagesien	Design/Ontwerp
WL	MvC	NT

Project/Projek

NEW EMERGENCY CONTROL  
CENTRE WITH INTEGRATED  
DISASTER MANAGEMENT FACILITY  
ERF 2001, MOSSEL BAY

Description/Beskrywing

STRUCTURAL SITE LAYOUT

Scale/Skaal	Date/Datum
As Shown	DEC 2020

Project No./Projek Nr. Drg No./Tek.Nr.

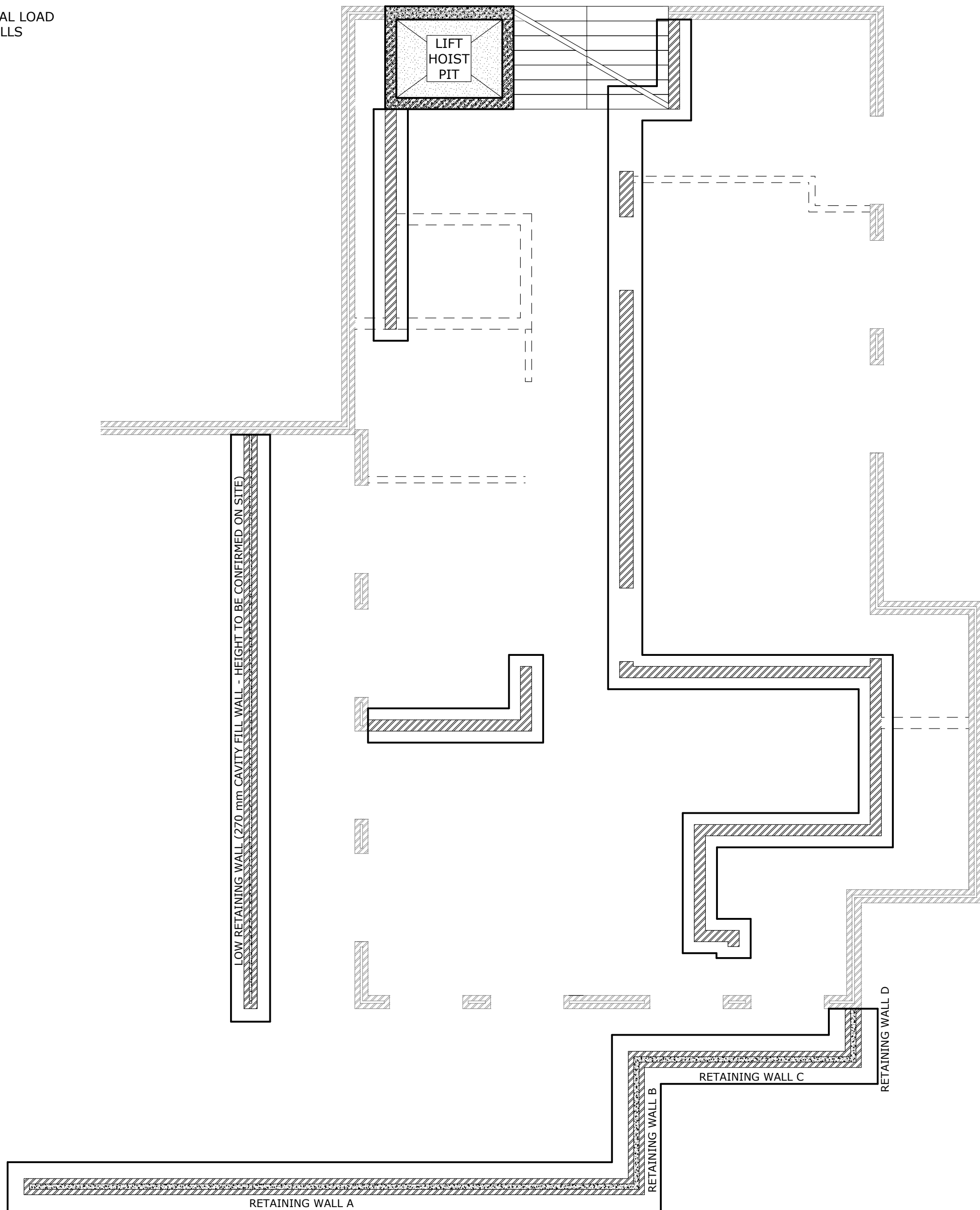
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ISSUED FOR TENDER PURPOSES

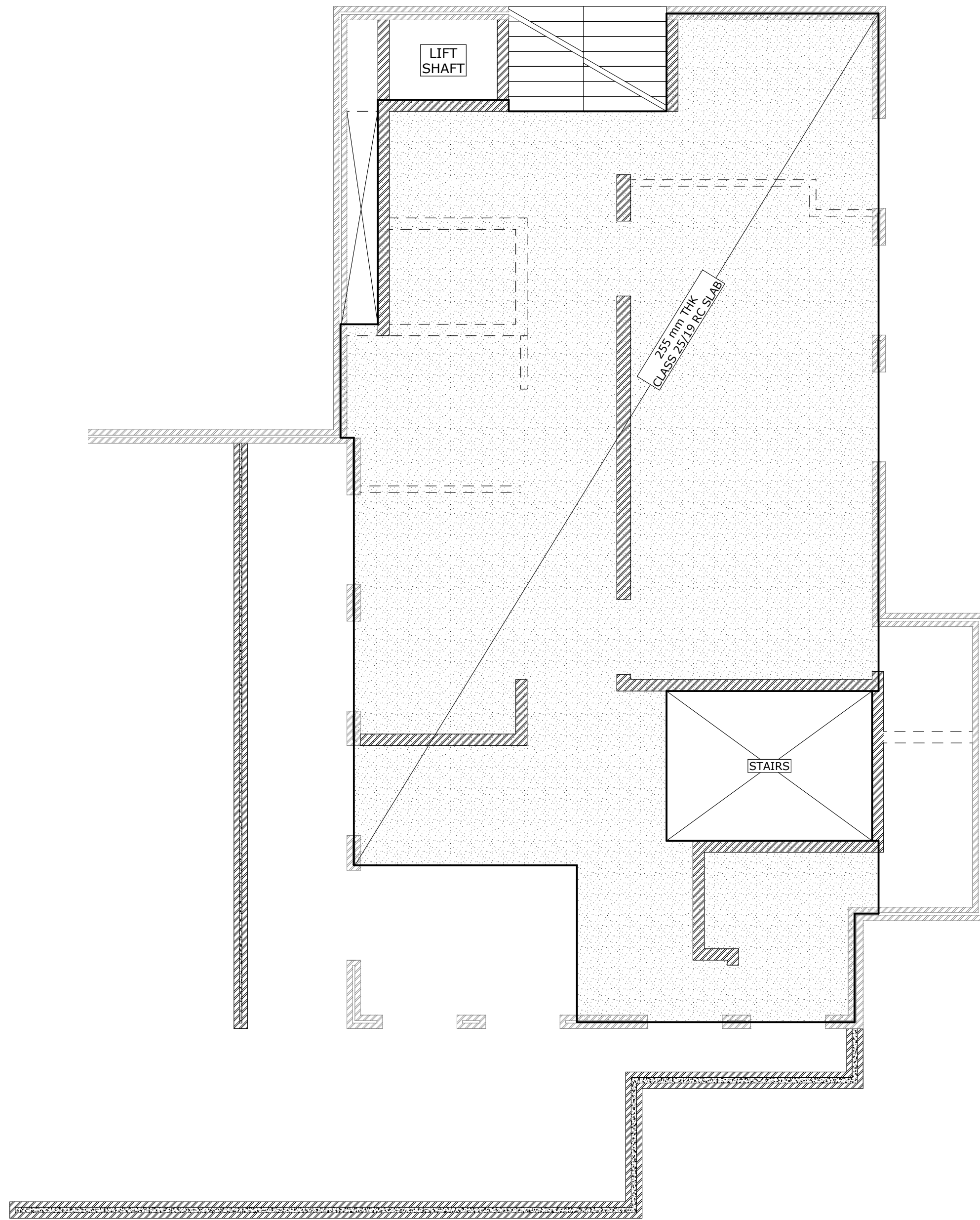
LEGEND:

- EXISTING EXTERNAL WALLS
- NEW INTERNAL LOAD BEARING WALLS



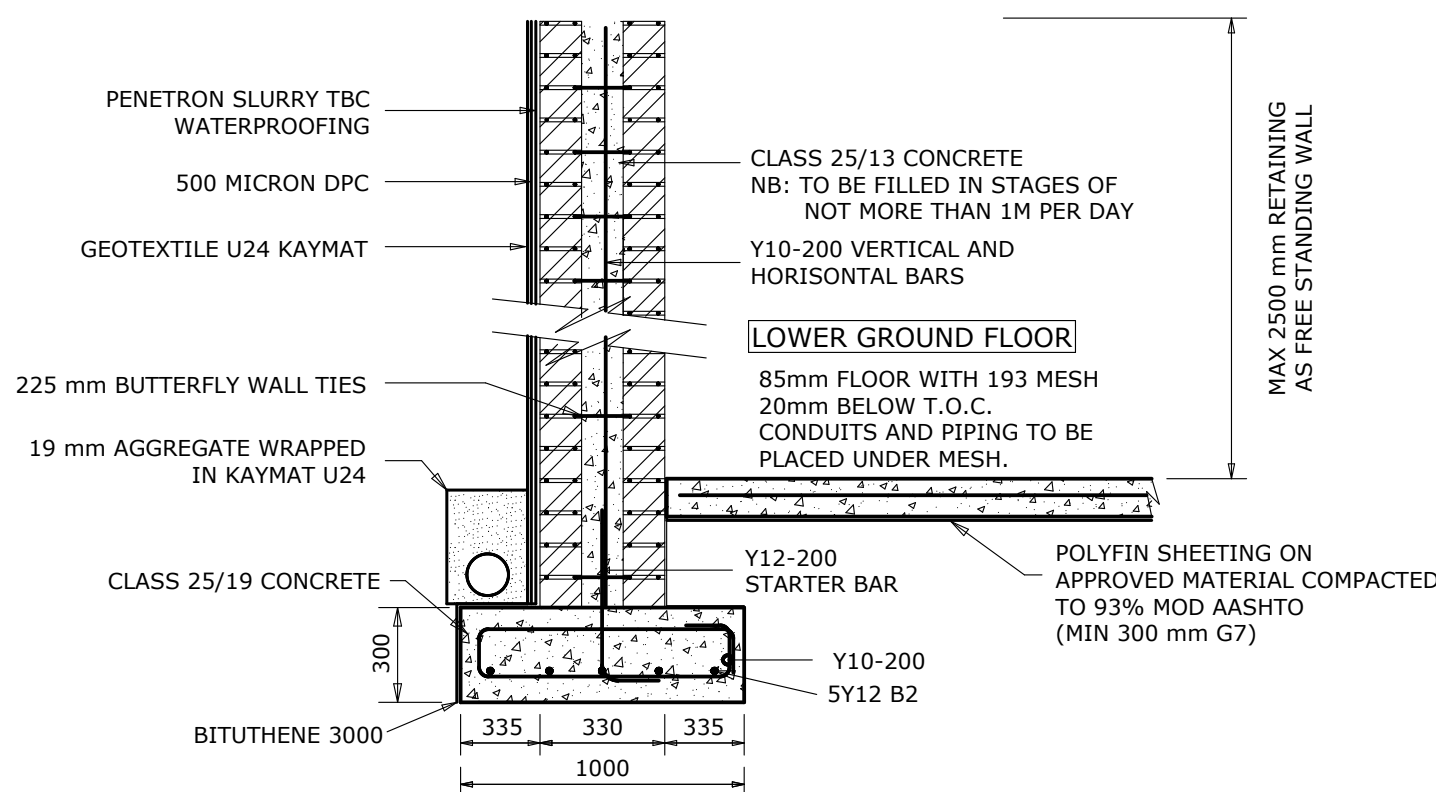
FOUNDATION LAYOUT

SCALE 1:75



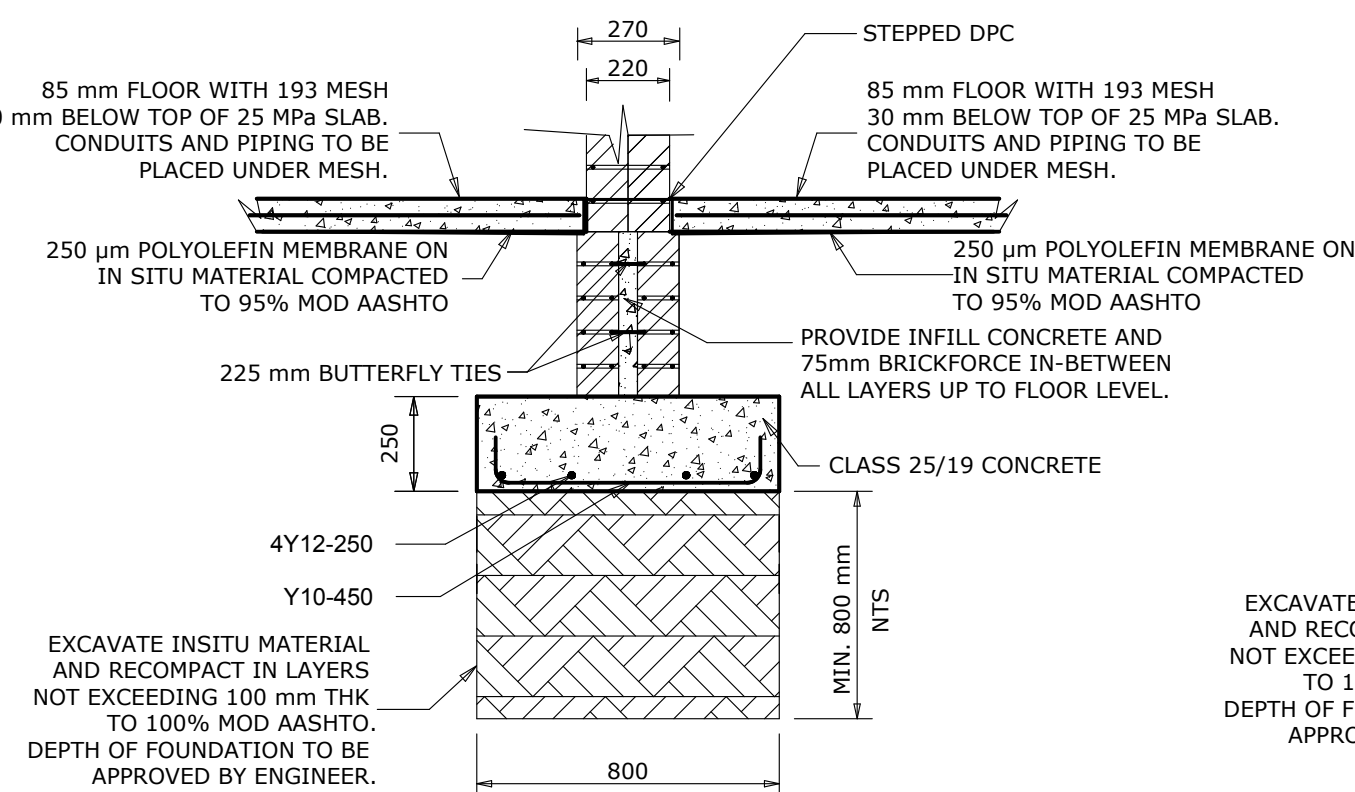
FIRST FLOOR LAYOUT

SCALE 1:75



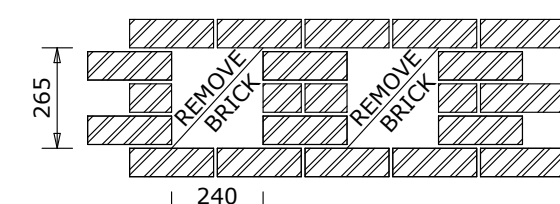
DETAIL A:  
TYPICAL RETAINING WALL

SCALE 1:20



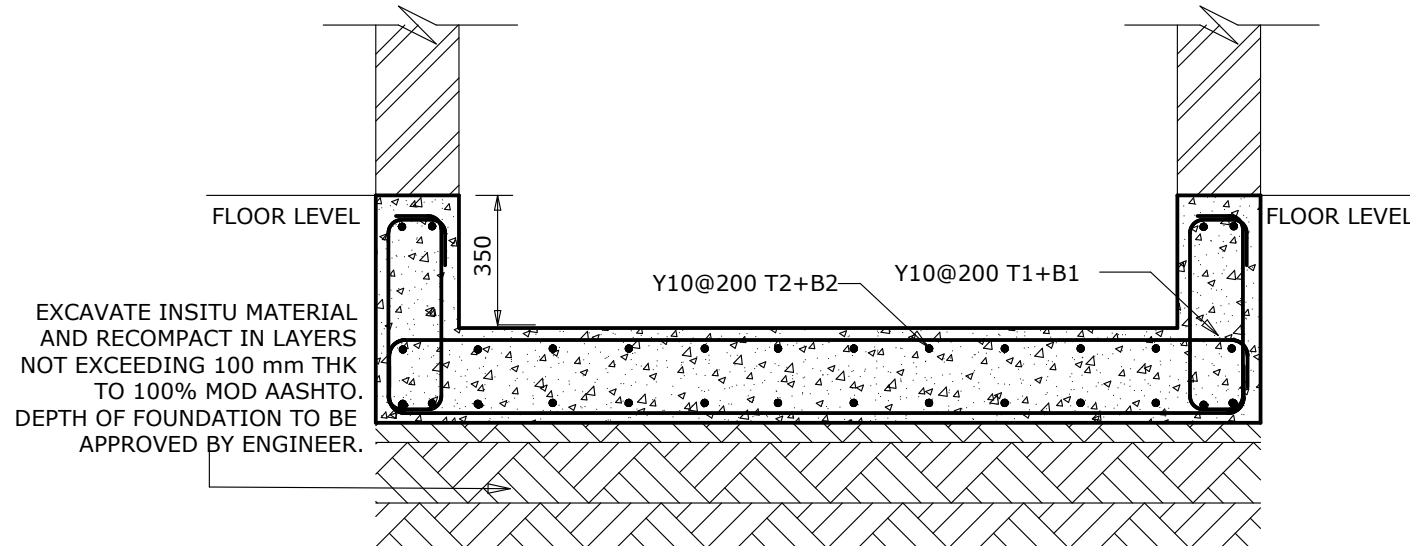
TYPICAL INTERNAL 220 mm WALL

SCALE 1:20



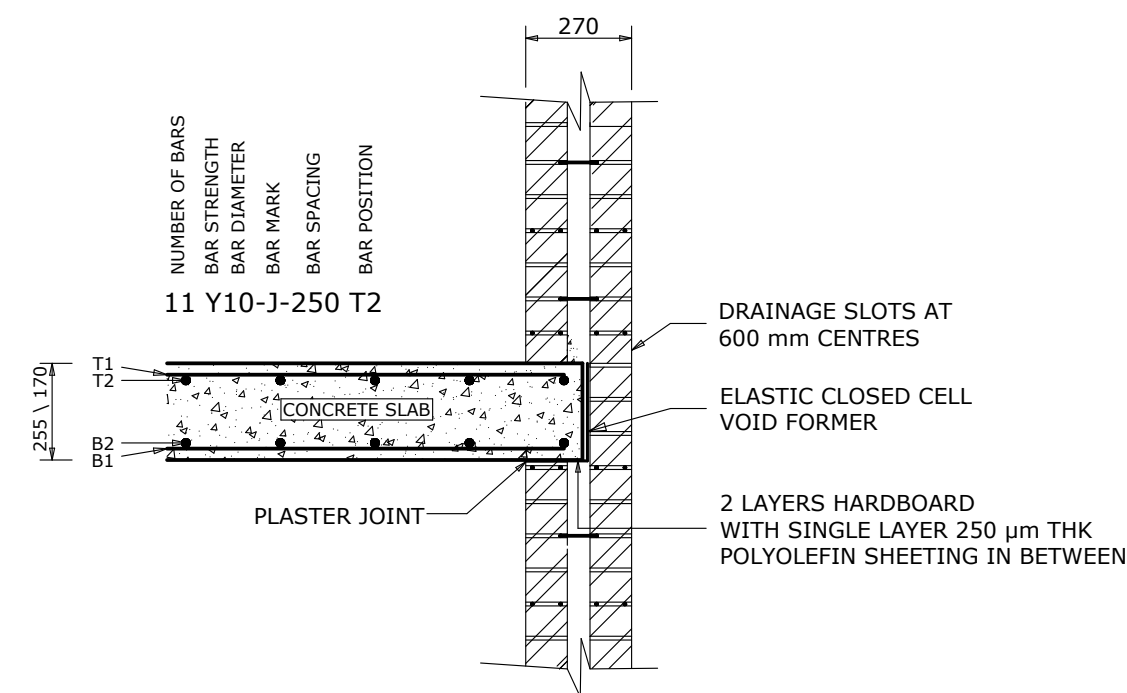
DETAIL  
TO TIE NEW CONCRETE  
TO EXISTING WALLS

SCALE 1:20



LIFT HOIST PIT DETAIL

SCALE 1:20



REINFORCED CONCRETE  
FIRST FLOOR SLAB  
EDGE DETAIL

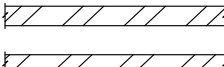
SCALE 1:20

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Project/Projek

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ERF 2001, MOSSEL BAY

Description/Beskrywing

FOUNDATION &  
FIRST FLOOR LAYOUT

Scale/Skaal As Shown Date/Datum DEC 2020

Project No./Projek Nr. Drg No./Tek.Nr.

1084 - 02 - REV B