



FETAKGOMO – TUBATSE
LOCAL MUNICIPALITY

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

CONTRACT NO: FTM/T11/21/22

TENDERER: _____

AMOUNT TENDERED: _____

AMOUNT IN WORDS _____

CIDB REGISTRATION NUMBER: _____

CIDB GRADING: _____

TENDER CIDB GRADING: 6GB OR HIGHER

TENDER CLOSURE DATE: 02 FEBRUARY 2022 at 12H00



EXPANDED PUBLIC WORKS PROGRAMME



FETAKGOMO – TUBATSE LOCAL MUNICIPALITY



CONTRACT NO: FTM/T11/21/22

FOR

**CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1
TENDER CIDB GRADING: 6GB OR HIGHER**

PROCUREMENT DOCUMENT

DECEMBER 2021

NAME OF TENDERER :

TENDER SUM :

PREPARED BY:

**Akha Architects and Marumo Consulting Engineers JV
P.O Box 1130
Driekop, 1129**

**Tel: (015) 101 0535
e-mail: marumo@marumoeng.co.za**

Fax : 086 212 1943



ISSUED BY:

**The Acting Municipal Manager
Fetakgomo-Tubatse Municipality
P.O Box 206
Burgersfort, 1150**

Tel: (013) 231 1000

Fax: (013) 231 7467

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T.1

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

PART T1: TENDERING PROCEDURES

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1



FETAKGOMO –TUBATSE LOCAL MUNICIPALITY

T1.1 TENDER NOTICE AND INVITATION TO TENDER

FETAKGOMO-TUBATSE LOCAL MUNICIPALITY

CONTRACT NO: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

1. BID NAME: CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1
2. BID NUMBER : FTM/T11/21/22
3. DOCUMENT FEE : **R500.00 (Non-Refundable)**
4. Due to COVID-19 pandemic: **BRIEFING SESSION** will be virtual on the 12th and 19th of January 2022, time 12:00pm to 15:00pm

EVALUATION AND ADJUDICATION CRITERIA

Bids shall be evaluated and adjudicated in accordance with the Fetakgomo-Tubatse Municipal's Supply Chain Management Policy, Revised Preferential Procurement Regulations of 2017 and responsiveness to the bid documents, 80 points will be for the price and 20 points will be for B-BBEE Level Contribution. Bidders must obtain a minimum score of 60 points allocated for functionality to qualify for further evaluation.

CLOSING DATE AND OTHER CONDITIONS FOR THE BID

5. Bid documents will be on sale as from the **10th of January 2022** at the cashiers' office, Lower Ground, Fetakgomo-Tubatse Municipal Civic Centre Building from **08h30 to 15h00** during weekdays till the closing date as stated below and downloadable on the municipality website or etenders portal.

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

6. All bids will be closed and opened in public on the **02nd of February 2022 at 12H00** and must be fully priced, signed and sealed in an envelope marked **“CONSTRUCTION OF PRAKTISEER LIBRARY PHASE 1 - CONTRACT NO: FTM/T11/21/22”** and must be deposited into the Municipal Tender Box which is accessible 24 hours and 07 days a week at the Reception of the Fetakgomo-Tubatse Municipality, 1st Floor, 1st Kastania street, Burgersfort. No late, faxed, e-mailed, telephonic or electronically-submitted bids will be accepted for consideration.
7. Only Bidders with a CIDB contractor grading of 6GB or higher are eligible to submit bids. Bidders must have in their employ, staff satisfying the requirements of Labour Intensive Infrastructure Projects (Act No. 75 of 1997) as promulgated in Government Gazette Notice No. P64 of January 2002.
8. The municipality is under no obligation whatsoever to appoint any bidder and reserves the right to appoint bidders and negotiates further conditions and requirements with the successful bidder.
9. **In terms of National Treasury’s Regulation, no bid will be accepted from the persons in the service of the state** and bidders failing to comply with the requirements of the bid document will be submitting non-responsive bids. 90 working days after the bid closing date is our bid validity period.
10. All enquiries relating to the bidding procedure should be directed to Acting SCM Manager ML Makgopa at 013 231 1000/1231 during office hours (07H30 to 16H00)
11. For technical enquiries, please contact Mrs DR Ntuku at 013 231 1167 or email at **drntuku@ftlm.gov.za**. or Akha Architects and Marumo Consulting Engineers JV at 015 101 0535, email: **marumo@marumoeng.co.za**

M MAGOOA

ACTING MUNICIPAL MANAGER

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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

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

| Sub-clause | Data |
|------------|---|
| F.1.1 | The employer is the FETAKGOMO-TUBATSE MUNICIPALITY. |
| F.1.2 | <p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 20px;">C1.3 Performance Guarantee</p> <p style="padding-left: 20px;">C1.4 Form agreement in Terms of Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.5 Abstracts of the Mine Health and Safety Act No.29</p> <p style="padding-left: 20px;">C1.6 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p> <p style="padding-left: 20px;">C2.2 Bills of quantities</p> <p>Part C3: Scope of work</p> <p style="padding-left: 20px;">C3.1 Description of Works</p> <p style="padding-left: 20px;">C3.2 Engineering</p> <p style="padding-left: 20px;">C3.3 Procurement</p> <p style="padding-left: 20px;">C3.4 Construction</p> <p style="padding-left: 20px;">C3.5 Management</p> |

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

| Sub-clause | Data |
|------------|--|
| | Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures C5.1 : Proforma Documents C5.2 : Contract Drawings |
| F.1.4 | The employer's agent is: Name: Akha Architects and Marumo Consulting Engineers JV Address: P O Box 1130, Driekop, 1129 Tel: 015 101 0535 Fax: 086 212 1943 E-mail : marumo@marumoeng.co.za |
| F.2.1 | <p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration and is registered with the Construction Industry Development Board in an appropriate contractor grading designation within 21 days from the closing date of the tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract is eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB or can provide proof of having registered; 2. the lead partner has a contractor grading designation in the 6GB or higher class of construction work; and <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work are eligible to submit tenders.</p> |

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

| Sub-clause | Data |
|-----------------|--|
| F.2.7 | Due to COVID-19 pandemic: Briefing session will be virtual on the 12 th and 19 th of January 2022, time 12:00pm to 15:00pm via Microsoft teams (link to be shared on the municipality website under tenders). |
| F.2.12 | <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> |
| F.2.13.5 | <p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Fetakgomo-Tubatse Municipality Reception Area 1st Floor, 1st Kastania Street Burgersfort</p> <p>Identification details: Contract Number: FTM/T11/21/22 Description of the Project: CONSTRUCTION OF PRAKTISEER LIBRARY–PHASE 1</p> |
| F.2.13. & F.3.5 | A two-envelope procedure will not be followed. |
| F.2.15 | Closing time for submission of tender offers is: Wednesday, 02 FEBRUARY 2022 at 12H00 |
| F.2.15 | Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted. |
| F.2.1.5 | The tender offer validity period is 90 days . |

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

| Sub-clause | Data |
|------------|--|
| F.2.1.7 | The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11). |
| F.2.23 | The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS. |
| F.3.4 | <p>The time and location for opening of tender offers: Time: 12h00 on 02 FEBRUARY 2022.</p> <p>Location: Reception Area of the Fetakgomo-Tubatse Municipality, 1st Floor, 1st Kastania Street, Burgersfort</p> |
| F.3.11 | <p>Responsive tenders will be evaluated according to the MFMA, Circular No.53 of the Municipal Finance Act No.56 of 2003.</p> <ul style="list-style-type: none"> ➤ <u>First stage – Compliance to administrative requirements</u> ➤ Bidders will be evaluated on the following administrative compliance: <p><u>Returnable schedules recommended by specification committee that lead to disqualifications of bid</u></p> <p>If the Tenderer does not comply with the Returnable schedules indicated below, they will be disqualified and will not be considered for further evaluation.</p> <p>Please ensure that you submit the following documents and comply to the requirements</p> <ul style="list-style-type: none"> ➤ Copy of company registration certificate (C.K. certificate) with clear shareholding composition/certificates of members/shareholders ➤ Original Certified ID’s copies of the company directors/Shareholders ➤ Compliant tax status (the Municipality will generate a CSD report during evaluation of the bids to confirm the tax status) ➤ Originally certified copies of B-BBEE Level Contribution Certificate (from SANAS accredited agencies) or original sworn affidavit (for EME’s) (only for preference points claiming-not a disqualification factor) ➤ Submission of Municipal rates and taxes or municipal service invoice issued to the bidder or any of its directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three months. Please attach for the company & directors. (If staying in a non-rate-able area, please attach SAPS affidavit for the company and directors). If you are renting, attach a copy of lease agreement plus affidavit or a letter from the landlord stating such arrangement. If you are residing in someone’s property, please submit a SAPS affidavit stating such arrangement and a confirmation letter from the owner of the property. NB: the SAPS affidavit must be original. ➤ Bank confirmation letter or original cancelled cheque ➤ Bank rating letter |

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

| Sub-clause | Data |
|------------|--|
| | <ul style="list-style-type: none"> ➤ Annual Financial statements for the past three financial years ➤ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted ➤ Letter of intent to provide performance guarantee (from reputable banks) ➤ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ➤ CIDB grading (6GB or higher) ➤ The contracts manager must have 10 years or more experience in similar projects ➤ The tender document must be fully completed as required and as stipulated in the tender data. ➤ Do not temper with/dismantle the tender document ➤ Complete the schedule of quantities as required – only lump sums provided. ➤ Scratching out without initialling next to the amended rates or information is not allowed. ➤ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. (pencil) is not allowed. ➤ Attendance of compulsory on-line briefing session. ➤ The Tender has not been properly signed by a party having the authority to do so, according to the– “Authority for Signatory” , is a disqualification factor ➤ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ➤ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract (disqualification factor). ➤ Bid document submitted after the relevant closing date and time will not be accepted ➤ Complete and sign Form of Offer and Acceptance ➤ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory. ➤ Initialise each page of the tender document including drawings ➤ Complete and sign the MBD forms <p><u>Second stage – Evaluation of functionality:</u></p> <p>Responsive tenders will then be evaluated on functionality. The minimum score for functionality is 60%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.</p> |

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

| Sub-clause | Data | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------|--|-------------------|----------------|--|--|-------------------|----------------|---|--|---|-----------|---|-----------------------------|----|---|----------------------------------|----|---|-------------------------------------|----|--|----------------|-------------------|----------------|---|--|---|-----------|---|----------------------|---|---|-------------|----|---|-----------------|----|--|----------------|-------------------|----------------|---|---|---|-----------|---|--|----|---|---|----|
| | <p data-bbox="336 353 1203 387">FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES</p> <p data-bbox="336 450 1158 483"><u>TABLE A1: PREVIOUS BUILDING PROJECT COMPLETED.</u></p> <table border="1" data-bbox="336 539 1449 786"> <thead> <tr> <th data-bbox="336 539 395 600"></th> <th data-bbox="395 539 1034 600">TARGETED GOAL Previous projects involving Building Projects</th> <th data-bbox="1034 539 1225 600">POINTS ALLOCATION</th> <th data-bbox="1225 539 1449 600">MAXIMUM POINTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 600 395 678">1</td> <td data-bbox="395 600 1034 678">No information provided or information is not relevant to project objectives</td> <td data-bbox="1034 600 1225 678">0</td> <td data-bbox="1225 600 1449 786" rowspan="4" style="text-align: center; vertical-align: middle;">35</td> </tr> <tr> <td data-bbox="336 678 395 712">2</td> <td data-bbox="395 678 1034 712">1 similar building projects</td> <td data-bbox="1034 678 1225 712">10</td> </tr> <tr> <td data-bbox="336 712 395 745">3</td> <td data-bbox="395 712 1034 745">2 to 3 similar building projects</td> <td data-bbox="1034 712 1225 745">20</td> </tr> <tr> <td data-bbox="336 745 395 786">4</td> <td data-bbox="395 745 1034 786">4 or more similar building projects</td> <td data-bbox="1034 745 1225 786">35</td> </tr> </tbody> </table> <p data-bbox="336 815 1449 947">N.B: Proof of verifiable references of previous completed project/s (appointment letters and completion certificates) with contact details in the form of certified copies must be attached. Failure to provide this shall warrant claiming zero points.</p> <p data-bbox="336 976 767 1010"><u>TABLE A2: BANKING RATING</u></p> <table border="1" data-bbox="336 1066 1449 1305"> <thead> <tr> <th data-bbox="336 1066 395 1126"></th> <th data-bbox="395 1066 1034 1126">TARGETED GOALS</th> <th data-bbox="1034 1066 1225 1126">POINTS ALLOCATION</th> <th data-bbox="1225 1066 1449 1126">MAXIMUM POINTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 1126 395 1193">1</td> <td data-bbox="395 1126 1034 1193">No information provided or information is not relevant to project objectives</td> <td data-bbox="1034 1126 1225 1193">0</td> <td data-bbox="1225 1126 1449 1305" rowspan="4" style="text-align: center; vertical-align: middle;">15</td> </tr> <tr> <td data-bbox="336 1193 395 1227">2</td> <td data-bbox="395 1193 1034 1227">Rating of D or Lower</td> <td data-bbox="1034 1193 1225 1227">5</td> </tr> <tr> <td data-bbox="336 1227 395 1261">2</td> <td data-bbox="395 1227 1034 1261">Rating of C</td> <td data-bbox="1034 1227 1225 1261">10</td> </tr> <tr> <td data-bbox="336 1261 395 1305">3</td> <td data-bbox="395 1261 1034 1305">Rating of A & B</td> <td data-bbox="1034 1261 1225 1305">15</td> </tr> </tbody> </table> <p data-bbox="336 1335 1449 1429">N.B: Proof of original bank rating letter must be provided, it must be specific to this bid and not older than 30 days. Failure to provide this shall warrant Failure to provide this shall warrant claiming zero points.</p> <p data-bbox="336 1458 1193 1491"><u>TABLE A3: KNOWLEDGE AND EXPERIENCE OF KEY STAFF</u></p> <table border="1" data-bbox="336 1547 1449 2085"> <thead> <tr> <th data-bbox="336 1547 395 1608"></th> <th data-bbox="395 1547 1034 1608">TARGETED GOALS</th> <th data-bbox="1034 1547 1225 1608">POINTS ALLOCATION</th> <th data-bbox="1225 1547 1449 1608">MAXIMUM POINTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 1608 395 1715">1</td> <td data-bbox="395 1608 1034 1715">No information has been provided, or the information provided is not relevant to the project objectives</td> <td data-bbox="1034 1608 1225 1715">0</td> <td data-bbox="1225 1608 1449 2085" rowspan="3" style="text-align: center; vertical-align: middle;">30</td> </tr> <tr> <td data-bbox="336 1715 395 1917">2</td> <td data-bbox="395 1715 1034 1917">Construction Manager must have a minimum of NQF level 6 qualification in building. Must have a minimum of NQF level 6 qualification in building. Must have more than 3 years working experience in building field.</td> <td data-bbox="1034 1715 1225 1917">15</td> </tr> <tr> <td data-bbox="336 1917 395 2085">3</td> <td data-bbox="395 1917 1034 2085">Site Agent, Safety Officer Must have a minimum of NQF level 3 qualification in building. Must have more than 3 years working experience in building field.</td> <td data-bbox="1034 1917 1225 2085">30</td> </tr> </tbody> </table> | | | | TARGETED GOAL Previous projects involving Building Projects | POINTS ALLOCATION | MAXIMUM POINTS | 1 | No information provided or information is not relevant to project objectives | 0 | 35 | 2 | 1 similar building projects | 10 | 3 | 2 to 3 similar building projects | 20 | 4 | 4 or more similar building projects | 35 | | TARGETED GOALS | POINTS ALLOCATION | MAXIMUM POINTS | 1 | No information provided or information is not relevant to project objectives | 0 | 15 | 2 | Rating of D or Lower | 5 | 2 | Rating of C | 10 | 3 | Rating of A & B | 15 | | TARGETED GOALS | POINTS ALLOCATION | MAXIMUM POINTS | 1 | No information has been provided, or the information provided is not relevant to the project objectives | 0 | 30 | 2 | Construction Manager must have a minimum of NQF level 6 qualification in building. Must have a minimum of NQF level 6 qualification in building. Must have more than 3 years working experience in building field. | 15 | 3 | Site Agent, Safety Officer Must have a minimum of NQF level 3 qualification in building. Must have more than 3 years working experience in building field. | 30 |
| | TARGETED GOAL Previous projects involving Building Projects | POINTS ALLOCATION | MAXIMUM POINTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | No information provided or information is not relevant to project objectives | 0 | 35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 1 similar building projects | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 2 to 3 similar building projects | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 4 or more similar building projects | 35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TARGETED GOALS | POINTS ALLOCATION | MAXIMUM POINTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 2 | Rating of D or Lower | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Rating of C | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Rating of A & B | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TARGETED GOALS | POINTS ALLOCATION | MAXIMUM POINTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | No information has been provided, or the information provided is not relevant to the project objectives | 0 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Construction Manager must have a minimum of NQF level 6 qualification in building. Must have a minimum of NQF level 6 qualification in building. Must have more than 3 years working experience in building field. | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Site Agent, Safety Officer Must have a minimum of NQF level 3 qualification in building. Must have more than 3 years working experience in building field. | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

| Sub-clause | Data | | | | | | | | | | | | | | | | | | | | | | |
|------------|---|-------------------|----------------|--|----------------|-------------------|----------------|---|--------------------------|---|-----------|---|---------|---|---|------------------|---|---|-----------------|-----|---|---------------------|-----|
| | <p data-bbox="331 387 863 421"><u>TABLE A4: PLANT AND EQUIPMENT</u></p> <table border="1" data-bbox="336 472 1449 712"> <thead> <tr> <th data-bbox="336 472 405 533"></th> <th data-bbox="405 472 1034 533">TARGETED GOALS</th> <th data-bbox="1034 472 1225 533">POINTS ALLOCATION</th> <th data-bbox="1225 472 1449 533">MAXIMUM POINTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 533 405 568">1</td> <td data-bbox="405 533 1034 568">1 x Truck (Tipper) 6 Ton</td> <td data-bbox="1034 533 1225 568">5</td> <td data-bbox="1225 533 1449 712" rowspan="5" style="text-align: center; vertical-align: middle;">20</td> </tr> <tr> <td data-bbox="336 568 405 604">2</td> <td data-bbox="405 568 1034 604">1 x TLB</td> <td data-bbox="1034 568 1225 604">5</td> </tr> <tr> <td data-bbox="336 604 405 640">3</td> <td data-bbox="405 604 1034 640">1 x Motor Grader</td> <td data-bbox="1034 604 1225 640">5</td> </tr> <tr> <td data-bbox="336 640 405 676">4</td> <td data-bbox="405 640 1034 676">1 x Scaffolding</td> <td data-bbox="1034 640 1225 676">2.5</td> </tr> <tr> <td data-bbox="336 676 405 712">5</td> <td data-bbox="405 676 1034 712">1 x Plate Compactor</td> <td data-bbox="1034 676 1225 712">2.5</td> </tr> </tbody> </table> <p data-bbox="331 824 1449 936">The minimum score required for functionality is 60%, and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.</p> | | | | TARGETED GOALS | POINTS ALLOCATION | MAXIMUM POINTS | 1 | 1 x Truck (Tipper) 6 Ton | 5 | 20 | 2 | 1 x TLB | 5 | 3 | 1 x Motor Grader | 5 | 4 | 1 x Scaffolding | 2.5 | 5 | 1 x Plate Compactor | 2.5 |
| | TARGETED GOALS | POINTS ALLOCATION | MAXIMUM POINTS | | | | | | | | | | | | | | | | | | | | |
| 1 | 1 x Truck (Tipper) 6 Ton | 5 | 20 | | | | | | | | | | | | | | | | | | | | |
| 2 | 1 x TLB | 5 | | | | | | | | | | | | | | | | | | | | | |
| 3 | 1 x Motor Grader | 5 | | | | | | | | | | | | | | | | | | | | | |
| 4 | 1 x Scaffolding | 2.5 | | | | | | | | | | | | | | | | | | | | | |
| 5 | 1 x Plate Compactor | 2.5 | | | | | | | | | | | | | | | | | | | | | |

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| Sub-clause | Data | | | | | | | | | | | | | | | | | | | | |
|------------------------------------|---|------------------------------------|---------------------------------|---|----|---|----|---|----|---|----|---|---|---|---|---|---|---|---|---------------------------|---|
| | <p>➤ <u>Third Stage – Evaluation in terms of the 80/20 Preference Point System:</u></p> <p>Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.</p> <p>➤ <u>Step 1: Calculation of points for Price</u></p> <p>The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:</p> <p>➤ $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$</p> <p>➤ Where</p> <p>Ps = Points scored for price of the bid or tender under consideration Pt = Price (Rand value) of bid or tender under consideration Pmin = Price (Rand value) of the lowest acceptable bid or tender</p> <p>Points scored must be rounded off to the nearest 2 decimal places</p> <p>➤ <u>Step 2: Calculation of points for B-BBEE status level of contributor</u></p> <p>Points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1" data-bbox="336 1301 1078 1944"> <thead> <tr> <th data-bbox="336 1301 738 1417">B-BBEE Status Level of Contributor</th> <th data-bbox="738 1301 1078 1417">Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 1417 738 1473">1</td> <td data-bbox="738 1417 1078 1473">20</td> </tr> <tr> <td data-bbox="336 1473 738 1529">2</td> <td data-bbox="738 1473 1078 1529">18</td> </tr> <tr> <td data-bbox="336 1529 738 1585">3</td> <td data-bbox="738 1529 1078 1585">16</td> </tr> <tr> <td data-bbox="336 1585 738 1641">4</td> <td data-bbox="738 1585 1078 1641">10</td> </tr> <tr> <td data-bbox="336 1641 738 1697">5</td> <td data-bbox="738 1641 1078 1697">8</td> </tr> <tr> <td data-bbox="336 1697 738 1753">6</td> <td data-bbox="738 1697 1078 1753">6</td> </tr> <tr> <td data-bbox="336 1753 738 1809">7</td> <td data-bbox="738 1753 1078 1809">4</td> </tr> <tr> <td data-bbox="336 1809 738 1865">8</td> <td data-bbox="738 1809 1078 1865">2</td> </tr> <tr> <td data-bbox="336 1865 738 1944">Non-compliant contributor</td> <td data-bbox="738 1865 1078 1944">0</td> </tr> </tbody> </table> <p>A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for B-BBEE.</p> | B-BBEE Status Level of Contributor | Number of points (80/20 system) | 1 | 20 | 2 | 18 | 3 | 16 | 4 | 10 | 5 | 8 | 6 | 6 | 7 | 4 | 8 | 2 | Non-compliant contributor | 0 |
| B-BBEE Status Level of Contributor | Number of points (80/20 system) | | | | | | | | | | | | | | | | | | | | |
| 1 | 20 | | | | | | | | | | | | | | | | | | | | |
| 2 | 18 | | | | | | | | | | | | | | | | | | | | |
| 3 | 16 | | | | | | | | | | | | | | | | | | | | |
| 4 | 10 | | | | | | | | | | | | | | | | | | | | |
| 5 | 8 | | | | | | | | | | | | | | | | | | | | |
| 6 | 6 | | | | | | | | | | | | | | | | | | | | |
| 7 | 4 | | | | | | | | | | | | | | | | | | | | |
| 8 | 2 | | | | | | | | | | | | | | | | | | | | |
| Non-compliant contributor | 0 | | | | | | | | | | | | | | | | | | | | |

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

| Sub-clause | Data |
|------------|---|
| | <p>The points scored for price shall be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.</p> <p>Award of contract to bids not scoring the highest number of points</p> <p>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.</p> <p>Evaluation of bids that scored equal points</p> <p>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.</p> <p>(b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p> |
| F3.13.1 | <p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation or if the contractor is registered with the Construction Industry Development Board in the required appropriate contractor grading designation within 21 days from the closing date of the tender;</p> <p>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</p> |
| F.3.18 | <p>The number of paper copies of signed contract to be provided by the Engineer is the original contract plus three signed copies.</p> <p>A contract will be only be entered into with a tender who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</p> |

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

| Sub-clause | Data |
|------------|--|
| | <p>Local Labour Content:</p> <p>The minimum Labour content for this project shall be 20%.</p> <p>Note: This 20% labour content shall be from the LOCAL COMMUNITY , the contractors own key skilled and unskilled personnel will not be counted towards the said 20% of the contract amount minimum labour content</p> |
| | <p>SMME's:</p> <p>Successful bidders who are outside the area of jurisdiction of the Fetakgomo-Tubatse Municipality shall be required to sub-contract at least 30% of the total scope of work to a locally-SMME-based contractor registered on the municipal database.</p> |

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

| | | |
|------|--|------|
| T2.1 | LIST OF RETURNABLE SCHEDULES..... | T.16 |
| T2.2 | OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION | T.38 |
| T2.3 | RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT..... | T.65 |

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T2.1 LIST OF RETURNABLE SCHEDULES

| | | |
|---------|---|------|
| T2.1 A | CERTIFICATE OF AUTHORITY | T.17 |
| T2.1 B | CERTIFICATE OF ATTENDANCE AT CLARRIFICATION MEETING..... | T.20 |
| T2.1 C | SCHEDULE OF PROPOSED SUBCONTRACTORS..... | T.21 |
| T2.1 D | SCHEDULE OF PLANT AND EQUIPMENT..... | T.22 |
| T2.1 E | SCHEDULE OF THE TENDERER'S EXPERIENCE | T.23 |
| T2.1 F | RECORD OF ADDENDA TO TENDER DOCUMENTS..... | T.24 |
| T2.1 G | DEVIATIONS OR QUALIFICATIONS BY THE TENDERER | T.25 |
| T2.1 H | CONTRACTOR'S ESTABLISHMENT ON SITE | T.26 |
| T2.1 I | COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003..... | T.27 |
| T2.1 J | CERTIFICATE OF NON COLLUSIVE TENDER | T.28 |
| T2.1 K | REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME | T.30 |
| RDP1(E) | SCHEDULE OF LOCAL LABOUR CONTENT | T.34 |
| RDP2(E) | EMPLOYMENT OF SMME'S | T.35 |
| RDP3(E) | BROAD BASED BLACK ECONOMIC EMPOWERMENT | T.36 |
| RDP4(E) | SMME DECLARATION AFFIDAVIT..... | T.37 |

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T2.1 A CERTIFICATE OF AUTHORITY

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

| | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| A Company | B Partnership | C Joint Venture | D Sole Proprietor | E Close Corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....

 Chairman
 2.....

 Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |

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

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME & CAPACITY |
|--------------|---------|--|
| Lead partner | | |
| | | |
| | | |
| | | |

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....

.....
Signature: Sole owner

2.....

.....
Date

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|-------------|----------------|------------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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T2.1 B CERTIFICATE OF ATTENDANCE AT CLARRIFICATION MEETING

This is to certify that (Tenderer)

Of..... (Address)

.....

Was represented by the person(s) named below at the compulsory meeting held for all tenderers at (Location) on..... (Date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

Name..... Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ engineer, namely:

Name..... Signature.....

Capacity..... Date & Time.....

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1**T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

| | Name and address of proposed Subcontractor | Company Registration Number & CIDB Classification | Description of Work to be executed by Subcontractor |
|----|---|--|--|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

SIGNED ON BEHALF OF TENDERER:

.....

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T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease **and will make available for this contract** or will acquire **or hire for this contract** if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |
| | |
| | |
| | |
| | |

Attach additional pages if more space is required

SIGNED ON BEHALF OF TENDERER:

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

T2.1 E SCHEDULE OF THE TENDERER’S EXPERIENCE

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

| Employer, contact person and telephone number | Description of contract | Value of work Inclusive of VAT (Rand) | CIDB Classification | Date Completed |
|--|--------------------------------|--|----------------------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NOTE: In order for the Tenderer to claim points for Experience under Functionality for the above listed projects, the Tenderer must attach the following proof for each of the projects:

- Copy of Appointment Letter, and
- Copy of Completion Certificate.

SIGNED ON BEHALF OF TENDERER:

CONTRACT No.: FTM/T11/21/22**CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1****T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

| | Date | Title of Details |
|-----|-------------|-------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

.....

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T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

The combined extended total tendered for Item 13.01 for the contractor's general obligations; i.e.

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

shall not exceed a maximum of 15 % of the Tender Price, excluding VAT.

Total tendered for Item B13.01 expressed as a percentage of the Tender Price, excluding VAT:% (insert percentage).

SIGNED ON BEHALF OF TENDERER

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

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

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

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

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

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

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

T2.1 J CERTIFICATE OF NON COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

CERTIFICATE OF NON-COLLUSIVE TENDER (CONTINUED)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER:

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T2.1 K REQUIREMENTS IN TERMS OF GOVERNMENT’S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

K1 General

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

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

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

K2 Definitions

K2.1 Contract Participation Goal (CPG)

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

K2.2 Labour Maximisation

It is a requirement of this contract that participation in the contract must be granted to labour in order to maximize job creation as well as to maximize expenditure towards the unemployed.

The specified target value for LOCAL labour expenditure is 5% of the tender/contract sum. Local labour should be sourced through the CLO and PSC from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. Local Labour will include the CLO.

It is a requirement that the Contractor plan to achieve this target and that a planned programme for achieving the Local Labour target is submitted at the start of the project together with the Programme of Works.

Penalties: The penalties for not reaching the required labour target values will be calculated at **100%** of the difference between the set target values and the actual values achieved by the contractor at completion of the works. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

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K2.3 SMME

SMME (According to the National Small Business Amendment Act, No. 29 of 2004):

Definition: A “Small [business] Enterprise” means a separate and distinct business entity, together with its branches or subsidiaries, if any, including co-operative enterprises [and non-governmental organisations], managed by one owner or more [which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or subsector of the economy, which can be classified as a micro-, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 2, 3 and 4 of the Schedule opposite the smallest relevant size or class as mentioned in column 1 of the Schedule for the Construction category below:

| Size of class | Total full time equivalent of paid employees | Total annual turnover | Total gross asset value(fixed property excluded) |
|---------------|--|-----------------------|--|
| Medium | 200 | R26m | R5m |
| Small | 50 | R6m | R1m |
| Very Small | 20 | R3m | R0,5m |
| Micro | 5 | R0,2m | R0,1m |

It is a requirement of this contract that participation in the contract must be granted to LOCAL SMME companies. LOCAL is defined as “having their head office within the Limpopo Province boundaries.” A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is ten percent (10%) of the tender/contract sum and this can be achieved through one or more LOCAL SMME companies.

Commitment in this regard needs to be provided by the contractor on Form RDP 2 (E). Commitment to these goals will be a condition of award.

It is a requirement that the Contractor plan to achieve this target and that a planned programme for achieving this target is submitted at the start of the project together with the Programme of Works.

Penalties: The penalties for not reaching the required SMME target values will be calculated at **100%** of the difference between the set target values and the actual values achieved by the contractor at completion of the works. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

CONTRACT No.: FTM/T11/21/22**CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1****K2.4 Broad-Based Black Economic Empowerment (B-BBEE)**

As assigned in the Codes of Good Practice, B-BBEE means the economic empowerment of all Black People through diverse but integrated socio-economic strategies that include, but not limited to:

- increasing the number of Black People that manage, own and control enterprises and productive assets;
- facilitating ownership and management of enterprises and productive assets by communities, workers, co-operatives and other collective enterprises;
- human resources and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- investment in enterprises that are owned or managed by Black People.

As part of this tender, preference will be given to B-BBEE Level Contribution.

The B-BBEE Level Contributor, meaning the B-BBEE Status received by a measured entity based on its overall performance using the generic scorecard contained in the Codes of Good Practice, will be used during tender evaluation to allocate points to the tenderer. A maximum of 10 points (90/100 evaluation) may be awarded to a bidder for attaining their B-BBEE status level contemplated in the Codes of Good Practice.

The Act governing the B-BBEE is the Broad-Based Black Economic Empowerment Act, No. 53 of 2003

K2.5 Target values

The values of the targets (excluding VAT) are expressed as follows:

- At Tender stage: As a percentage of the Tender Sum (i.e. excluding Contingencies, CPA and Rise and Fall, and VAT) as proposed by the tenderer in his tender
- After Award: As a percentage of the certified work done (i.e. excluding savings, but inclusive of variation orders, excluding VAT)

The monetary total of these values shall be the CPG.

In this project the minimum target values (as percentage of the Tender Sum) shall be as follows:

| | | |
|------------------------------|---|-----|
| Local Labour Content (wages) | : | 10% |
| Local SMME Content | : | 10% |

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

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K3 Preferential Procurement Point System Policy

The Department's Preferential Procurement Point System is described under Tender Data, Clause F.3.11

K4 Contract Participation Performance (CPP)

K4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make the Contractor liable for penalties as described above.

K4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate. The format should be confirmed with the Social Division of The Department at the time of site handover.

K5 Training

Provision is made in the SCHEDULE OF QUANTITIES for structured training to be provided by the contractor.

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RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT

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

The specified target value for expenditure on wages of local labour is **10% of the Tender Sum**.

Note: Local labour should be sourced through the CLO and PSC from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project.

| Type of Labour | Man-hours | Minimum Wage Rate per Unit | Total Wage Cost (Excl. VAT) |
|---|-----------|----------------------------|-----------------------------|
| <p align="center">Local Temporary Labour (skilled and unskilled)</p> | | | |
| TENDER SUM | | | |
| PERCENTAGE | | | |

Notes to Tenderer:

- (1) **Local Labour is defined as hourly paid personnel including the CLO, sourced through the CLO and PSC**
- (2) **The penalty for non-compliance during the contract is discussed on Form T2.1J, and in the Contract Data.**

SIGNED ON BEHALF OF THE TENDERER:

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RDP2(E) EMPLOYMENT OF SMME'S

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as “having their head office within the Limpopo Province boundaries”. **The minimum target for participation is ten percent (10%)** of the Tender Sum and this can be achieved through one or more SMME companies.

We commit ourselves to the requirement of this contract that participation in the contract must be granted to LOCAL SMME companies. LOCAL is defined as “having their head office within the Limpopo Province boundaries.” A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is ten percent (10%) of the tender/contract sum and this can be achieved through one or more LOCAL SMME companies.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

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RDP3(E) BROAD BASED BLACK ECONOMIC EMPOWERMENT

The tenderer shall furnish The Municipality with the necessary information to enable The Municipality to evaluate the submission for B-BBEE Level Contribution.

It is a requirement to attach a Broad Based Black Empowerment Verification Certificate (issued by a service provider accredited to SANAS) to this page, indicating amongst others the following information:

- Company name
- Company Registration Number
- VAT Number
- Issue Date
- Expiry Date
- Level Contributor
- Name of Accredited Service Provider

NOTE: If the Service Provider is not accredited with SANAS, no points will be given for BBEE level Contributor

SIGNED ON BEHALF OF THE TENDERER

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RDP4(E) SMME DECLARATION AFFIDAVIT

I hereby understand and acknowledge that it is a requirement of this tender that a SMME Declaration Affidavit must be completed by each and every SMME employed by me on this contract and that it will be required on award of the tender.

I further understand and acknowledge that, should the information as submitted in the affidavit, be inconclusive to prove that the proposed SMME's are in fact 1) SMME's and 2) based in the province, that such SMME's will not contribute to the required 10% SMME commitment.

SIGNED ON BEHALF OF THE TENDERER

An example of a SMME Declaration Affidavit is given in Annexure C5.1.2

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T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

| | | |
|--------|--|------|
| T2.2 A | INVITATION TO BID – MBD1 | T.39 |
| T2.2 B | DECLARATION IN TERMS OF EQUITY | T.42 |
| T2.2 C | DECLARATION OF GOOD STANDING REGARDING TAX | T.46 |
| T2.2 D | DECLARATION OF INTEREST –MBD 4 | T.49 |
| T2.2 E | FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES | T.57 |
| T2.2 F | CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION | T.58 |
| T2.2 G | DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES- MBD 8 | T.59 |
| T2.2 H | CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9 | T.61 |



FETAKGOMO TUBATSE LOCAL MUNICIPALITY

CONTRACT No.: FTM/T11/21/22

**FOR
CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1**

T2.2 A INVITATION TO BID – MBD1

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FETAKGOMO-TUBATSE MUNICIPALITY

BID NUMBER: **FTM/T11/21/22**

CLOSING DATE: **02nd of February 2022**

CLOSING TIME: 12H00

DESCRIPTION: INVITATION FOR BIDDERS FOR THE CONSTRUCTION OF PRAKTISEER LIBRARY

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

DEPOSITED IN THE BID BOX SITUATED AT
Fetakgomo Tubatse Local Municipality
Reception Area
No. 1 Kastania Street
Burgersfort, 1150
Limpopo Province

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open for 24 Hours 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

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NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

POSTAL ADDRESS:

.....

RESIDENTIAL ADDRESS:

.....

TELEPHONE NUMBER: CODE.....NUMBER.....

CELLPHONE NUMBER:.....

FACSIMILE NUMBER: CODE.....NUMBER.....

VAT REGISTRATION NUMBER:.....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED ? **YES/NO**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED BY YOU? **YES/NO**
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:

DATE:

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

WITNESSES

NAME..... ID NUMBER..... SIGNATURE.....

NAME..... ID NUMBER..... SIGNATURE.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

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ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Fetakgomo Tubatse Local Municipality
Contact Person: DR Ntuku
Tel: (013) 231 1000/1231
Email: drntuku@ftlm.gov.za

ANY REQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr J Maepa
Tel: (015) 101 0535/ 082 679 2362
Email: marumo@marumoeng.co.za

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T2.2 B DECLARATION IN TERMS OF EQUITY

1.1 Name of firm :

1.2 VAT registration number :

1.3 Company registration number :

1.4 TYPE OF FIRM

| | |
|--------------------------|-----------------------------------|
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | One person business / sole trader |
| <input type="checkbox"/> | Close corporation |
| <input type="checkbox"/> | Company |
| <input type="checkbox"/> | (Pty) Limited |

[TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

1.6 COMPANY CLASSIFICATION

| | |
|--------------------------|--|
| <input type="checkbox"/> | Contractor / Manufacturer |
| <input type="checkbox"/> | Supplier |
| <input type="checkbox"/> | Professional service provider |
| <input type="checkbox"/> | Other service providers, e.g. transporters, etc. |

[TICK APPLICABLE BOX]

1.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

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1.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

| Name | ID Number | Designation in company / organisation | Activity and responsibility in the company / organisation | Date RSA Citizenship obtained | Race e.g. Black, White, Coloured or Indian | * HDI Status | | % of business shares in enterprise owned |
|------|-----------|---------------------------------------|---|-------------------------------|--|---|-------|--|
| | | | | | | No franchise prior to 1983 & 1993 Constitutions | Women | |
| | | | | | | | | |
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| | | | | | | | | |

*Indicate YES or NO

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

1.9 Consortium / Joint Venture

1.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member **(to be consistent with paragraph 2.8)**:

| Name | ID Number | Designation in company / organisation | Activity and responsibility in the company / organisation | Date RSA Citizenship obtained | Race e.g. Black, White, Coloured or Indian | * HDI Status | | % of business shares in enterprise owned |
|------|-----------|---------------------------------------|---|-------------------------------|--|---|-------|--|
| | | | | | | No franchise prior to 1983 & 1993 Constitutions | Women | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

*Indicate YES or NO:

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1.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Fetakgomo Tubatse Local Municipality may, in addition to any other remedy it may have –
 - (a) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (b) 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;
 - (c) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid.

WITNESSES:

1

SIGNATURE(S) of TENDERER(S)

2

DATE:

ADDRESS:

.....

.....

.....

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T2.2 C DECLARATION OF GOOD STANDING REGARDING TAX

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to apply for a Tax Clearance Certificate by using SARS form TCC 001 "Application for a Tax Clearance Certificate", and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **The original Tax Clearance Certificate must be submitted together with the bid.** Failure to submit the **original and valid** Tax Clearance Certificate will result in the invalidation/disqualification of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za

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TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

Particulars of applicant

Form for applicant details including Name/Legal name, Trading name, ID/Passport no, Company/Close Corp. registered no, Income Tax ref no, VAT registration no, Customs code, Telephone no, E-mail address, Physical address, and Postal address. Includes fields for PAYE ref no (7), SDL ref no (L), and UIF ref no (U).

Particulars of representative (Public Officer/Trustee/Partner)

Form for representative details including Surname, First names, ID/Passport no, Income Tax ref no, Telephone no, E-mail address, and Physical address.

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Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

| Date started | Date finalised | Principal | Contact person | Telephone number | Amount |
|--------------|----------------|-----------|----------------|------------------|--------|
| | | | | | |
| | | | | | |
| | | | | | |

Audit

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

CCYY – MM – DD

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

CCYY – MM – DD

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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T2.2 D DECLARATION OF INTEREST –MBD 4

MBD 4

- 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 and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3. Position occupied in the Company (Director, trustee, shareholder).....

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state? **YES / NO**

3.6.1 If so, furnish particulars.
.....
.....

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

3.7.1 If so, furnish particulars.
.....
.....

3.8 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**

3.8.1 If so, furnish particulars.
.....
.....

3.9. 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**

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3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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MBD 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the.....preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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:

| | POINTS |
|---|------------|
| PRICE | |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | |
| Total points for Price and B-BBEE must not exceed | 100 |

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- 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:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) 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 | |
| $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | or | $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | |

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Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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"/> |
|-----|--------------------------|----|--------------------------|

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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 | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

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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:.....

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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.

| |
|--|
| <p>WITNESSES</p> <p>1.</p> <p>2.</p> |
|--|

| |
|--|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> |
|--|

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T2.2 E FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF CONTRACTOR’S BANK ACCOUNT

I/We furnish the following information:

- a) Account Holder Name:.....
- b) Name of Bank:.....
- c) Branch of Bank
- d) Town/city/suburb where bank is situated.....
- e) Contact Person at the Bank:
- f) Telephone number of Bank: Code: Number:
- g) Account Number:

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE:

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T2.2 F CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB with the relevant grade as indicated/specified in the tender document

Or

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

Note:

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

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T2.2 G DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES- MBD 8

MBD8

- 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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|--|-------------------------------------|------------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | <p>If so, furnish particulars:</p> | | |
| 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>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

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| Item | Question | Yes | No |
|-------------|--|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <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

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

T2.2 H CERTIFICATE OF INDEPENDENT BID DETERMINATION – MBD 9

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² 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 (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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

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the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO
THE CONTRACT**

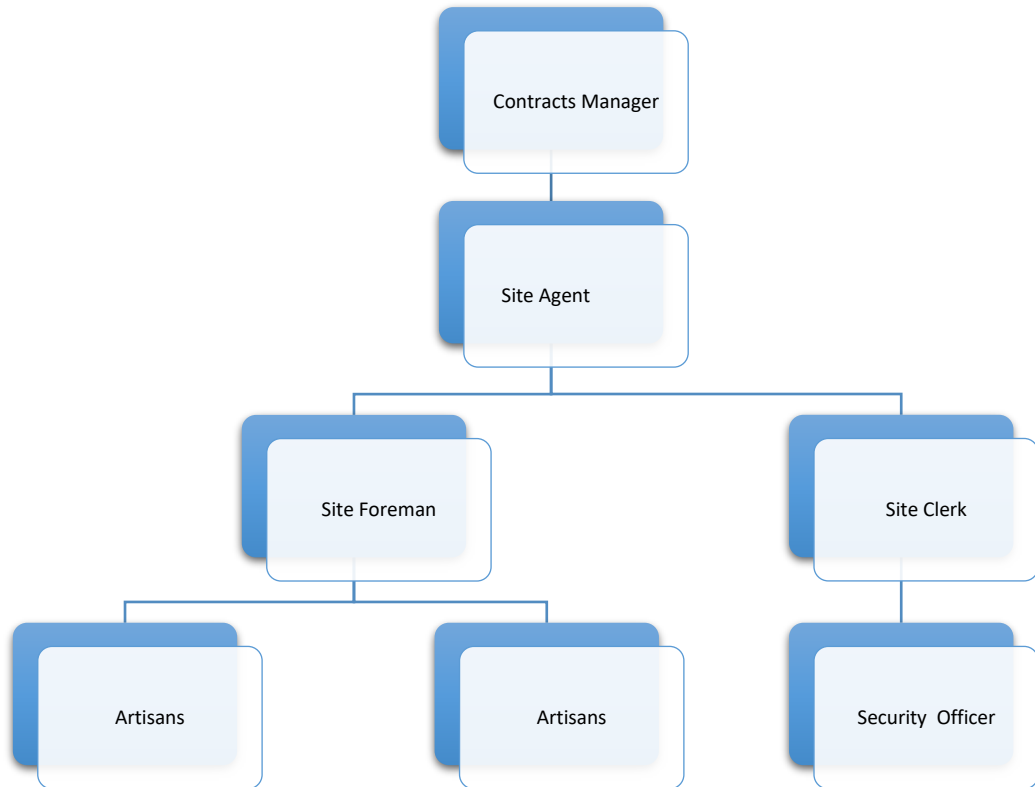
| | | |
|--------|--|------|
| T2.3 A | ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL | T.66 |
| T2.3 B | PROJECT PROGRAMME AND METHOD STATEMENT | T.67 |
| T2.3 C | SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE..... | T.68 |
| T2.3 D | RATES FOR SPECIAL MATERIALS | T.69 |

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T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

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



Signature

Position

Date

Name of Bidder

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T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

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

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

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

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T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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

| MONTH | VALUE (INCLUDING VAT) |
|---|-----------------------|
| 1 | R |
| 2 | R |
| 3 | R |
| 4 | R |
| 5 | R |
| 6 | R |
| 7 | R |
| 8 | R |
| 9 | R |
| 10 | R |
| <p>TOTAL: R.....</p> <p>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</p> | |

SIGNED ON BEHALF OF TENDERER:

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T2.3 D RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub-clause 6.8.3 of the General Conditions of Contract. All bitumen products, as indicated in the contract data must be stated in the list below.

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

BASE MONTH = DECEMBER 2017

| SPECIAL MATERIALS | UNIT * | RATE OR PRICE FOR THE BASE MONTH |
|-------------------|--------|----------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

* Indicate whether the material will be delivered in bulk or in containers.

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

SIGNED ON BEHALF OF TENDERER:.....

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THE CONTRACT

| | |
|---------|-----------------------------|
| PART C1 | AGREEMENT AND CONTRACT DATA |
| PART C2 | PRICING DATA |
| PART C3 | SCOPE OF WORKS |
| PART C4 | SITE INFORMATION |

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PART C1: AGREEMENT AND CONTRACT *DATA*

| | | |
|------|---|------|
| C1.1 | FORM OF OFFER AND ACCEPTANCE..... | C.3 |
| C1.2 | AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996. | C.7 |
| C1.3 | PERFORMANCE GUARANTEE | C.11 |
| C1.4 | FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002) | C.14 |
| C1.5 | ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997..... | C.16 |
| C1.6 | CONTRACT DATA | C.20 |

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C1.1 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:

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....
.....

Rand (in words); R(in figures)

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.

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and address of organization

.....
.....

Signature and Name of Witness:

Signature

Name

Date

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Acceptance

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

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

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

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For the Employer

Signature

Name

Capacity

Name and address of organization

FETAKGOMO TUBATSE LOCAL MUNICIPALITY
P. O. Box 206
BURGERSFORT
1150

Signature and Name of Witness

Signature

Name

Capacity

Schedule of Deviations

Notes:

1. 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 Conditions of Tender,
2. A Tenderer’s covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,
 - 4.1 Subject
 - Details
 - 4.2 Subject
 - Details

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

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

For the Tenderer:

For the Employer

..... Signature

..... Name

..... Capacity

Name and address of organisation:

Name and address of organisation

.....

**FETAKGOMO TUBATSE LOCAL
MUNICIPALITY
P. O. Box 206
BURGERSFORT
1150**

.....

.....

..... Witness Signature

..... Witness Name

..... Date

Confirmation of Receipt

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

the (day) of (month) 20..... (year)

at (place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

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C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.

This AGREEMENT made at on this day of in the year between FETAKGOMO TUBATSE LOCAL MUNICIPALITY (hereinafter called “the Employer” on the one part, herein represented by in his capacity as And delegate of the Employer and (hereinafter called “the Principal Contractor”) of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in

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for:

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and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2010 (Second Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2010”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.1 9.2 or 9.3 of the GCC 2010.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with its amendments and with special reference to the following Sections of The Act.

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- i. Section 8: General duties of employers to their employees.
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Department of Roads and Transport shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for
..... with effect from until further notice.

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In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Department's SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the Department, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE:

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C1.3 PERFORMANCE GUARANTEE

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

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PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear

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interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at

Date

Guarantor’s signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002)

THIS AGREEMENT made at on this the day of in the year between **Fetakgomo Tubatse Municipality** (hereinafter) called “the Employer” of the one part, herein represented by in his capacity as and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and in his capacity as and being duly authorised by virtue of a resolution appended hereto as **ANNEXURE A.**

WHEREAS the Employer is desirous that certain works be constructed, as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act No.29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.
5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.
6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and

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shall ensure that the sites are rehabilitated at the conclusion of the contract.

- 7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.
- 8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy).

In witness thereof the parties have set their signature hereon in the presence of the subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME (Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME(Print):

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

**C1.5 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996
AND AMENDMENT ACT No. 72 OF 1997**

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes.
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

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EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMEUREMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager of the 'Fetakgomo Tubatse Municipality ' who is our client, and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on Contract No: **FTM/T11/21/22** for:

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In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are

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implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager of the 'Fetakgomo Tubatse Local Municipality ' who is our client and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:

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C1.6 CONTRACT DATA

C1.6.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2010) published by the South African Institution of Civil Engineering. (GCC).

Section 1: Data provided by the Employer

| Clause | |
|---------------|--|
| 1.1.1.5 | Clause 1.1.1.5 of the GCC is replaced by the following: The “Commencement date” shall be the date the site is handed over to the Contractor. |
| 1.1.1.15 | The employer is the Fetakgomo Tubatse Local Municipality . |
| 1.1.1.15 | The FTM PMU Manager is Mrs DR Ntuku |
| 1.1.1.16 | The engineer representing Akha Architects and Marumo Consulting Engineers is Mr D Makinya |
| 1.2.1 | The Employer's address for receipt of communications is: Postal address: P. O. Box 206 BURGERSFORT 1150 Telephone: (013) 231 1000 |
| 1.2.1 | The engineer's address for receipt of communication is: Akha Architects and Marumo Consulting Engineers Address: P O Box 1130, Driekop, 1129: Ga-Selala Tel: 015 101 0535 Fax: 086 212 1943 e-mail : marumo@marumoeng.co.za |
| 3.1.3 | The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties; 5. Approval from FGTM for the utilization of any Contingencies Etc..... |
| 4.3 | The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date. |
| 5.3.1. | The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over. |

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| Clause | | | | | | | | | | | | | | | | | | | | | |
|-----------|---|----------------|--|----------------|--|-----|------|------|------|-----|------|------|------|-----|------|------|------|-----|------|------|------|
| 5.5.1 | The Works shall be completed within 10 (Ten) months as envisaged by the employer, measured from commencement/site hand-over date to due completion date. | | | | | | | | | | | | | | | | | | | | |
| 5.6 | The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over | | | | | | | | | | | | | | | | | | | | |
| 5.8.1 | The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays. | | | | | | | | | | | | | | | | | | | | |
| 5.13.1 | The penalty for delay is R 8 715.00 (inclusive of VAT) per day or part thereof, including special or non-working days. | | | | | | | | | | | | | | | | | | | | |
| 5.14.5.2 | The Defects Liability Period is twelve (12) calendar months after the date of the final certificate of completion. | | | | | | | | | | | | | | | | | | | | |
| 5.16.3 | The latent defect liability period is 10 years after the date of the final approval certificate | | | | | | | | | | | | | | | | | | | | |
| 6.2.1. | The Guarantee is to contain the same wording as indicated in the document included under clause C1.3 | | | | | | | | | | | | | | | | | | | | |
| 6.2.1. | The amount of the Guarantee must be 10% of the Contract Price. | | | | | | | | | | | | | | | | | | | | |
| 6.2.1. | The Guarantee is to be delivered twenty one (21) days after the Letter of Acceptance. | | | | | | | | | | | | | | | | | | | | |
| 6.5.1.2.3 | Day work allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%. | | | | | | | | | | | | | | | | | | | | |
| 6.8.2 | <p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150</p> <p>The values of the co-efficients are:</p> $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>CPA : Projects predominantly:</p> <table> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Concrete Work (major structures only)</th> </tr> </thead> <tbody> <tr> <td>a =</td> <td>0,20</td> <td>0,20</td> <td>0,15</td> </tr> <tr> <td>b =</td> <td>0,40</td> <td>0,35</td> <td>0,20</td> </tr> <tr> <td>c =</td> <td>0,25</td> <td>0,35</td> <td>0,55</td> </tr> <tr> <td>d =</td> <td>0,15</td> <td>0,10</td> <td>0,10</td> </tr> </tbody> </table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area nearest to the Site as specified by the Engineer in the Appendix</p> | | New Road Construction | Rehabilitation | Concrete Work (major structures only) | a = | 0,20 | 0,20 | 0,15 | b = | 0,40 | 0,35 | 0,20 | c = | 0,25 | 0,35 | 0,55 | d = | 0,15 | 0,10 | 0,10 |
| | New Road Construction | Rehabilitation | Concrete Work (major structures only) | | | | | | | | | | | | | | | | | | |
| a = | 0,20 | 0,20 | 0,15 | | | | | | | | | | | | | | | | | | |
| b = | 0,40 | 0,35 | 0,20 | | | | | | | | | | | | | | | | | | |
| c = | 0,25 | 0,35 | 0,55 | | | | | | | | | | | | | | | | | | |
| d = | 0,15 | 0,10 | 0,10 | | | | | | | | | | | | | | | | | | |

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| Clause | |
|----------|---|
| | <p>to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering Materials Index” as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel at wholesale level – Witwatersrand Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Burgersfort.</p> <p>The base month is January 2022. (<i>or the month prior to the month in which the closing date of the tender falls</i>)</p> <p>CPAP is not applicable – this contract is fixed</p> |
| 6.8.3 | <p>The following are special materials:</p> <p>Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p> |
| 6.10.1.1 | Minimum amount of interim payment certificate is R1 500 000.00 |
| 6.10.1.5 | The percentage limit on materials not yet built into the Permanent Works is 80%. |

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| Clause | |
|--------------------------------|---|
| 6.10.3 | The percentage retention is 10% of the certified work done (including VAT). |
| 6.10.3 | The limit of retention money is 10% of the certified work done (including VAT). |
| 6.10.3 | A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee. |
| 8.6.1. | The amount to be included in the sum insured to cover the value of: |
| 8.6.1.1.2 | a) Materials supplied by the employer for incorporation into the works is R0.00 |
| 8.6.1.1.3 | b) Professional fees not included in the Contract Price is R0.00 |
| 8.6.1.2 | The following additional and varied insurances are required: CAR & SASRIA. |
| 8.6.1.3 | The Limit of the liability insurance required should not be less than the contract amount. |
| 9.2.1.3.2 | Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,” |
| 10.5.1/2 | Disputes are to be referred to ad-hoc adjudication |
| 10.7 | Disputes are to be referred for final settlement to arbitration. |
| Special Clause in terms of RDP | <p>Requirements in terms of government’s reconstruction and development programme.</p> <p>Target values: In this project the minimum target values shall be as follows:</p> <ul style="list-style-type: none"> • Local Labour content : 20% of the Contract Sum • Local SMME content : 10% of the Contract Sum • HDI Supervisory Staff : 10% <p>It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.</p> |

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| Clause | |
|---------------|--|
| | <p><u>Penalties:</u></p> <p>The penalties for not reaching the required Local Labour and SMME target values will be calculated at 100% of the difference between the set target values and the actual values achieved by the contractor at completion of the works. No bonuses for achieving the set target values are applicable.</p> |

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Section 2: Data provided by the Contractor

| Clause | |
|-----------|---|
| 1.1.1.9 | The contractor is |
| 1.2.1.2 | The contractor's address for receipt of communication is: Telephone: Facsimile:..... E-mail: Address: |
| 5.5.1 | The Works shall be completed within Months as proposed by the contractor. |
| 6.5.1.2.3 | The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is% (Maximum 15%). |
| 6.8.3 | The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 D. |

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C1.5.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2010 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following new clause 4.1.1:

“4.1.1 Contractor deemed to have inspected the Site

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

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

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

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

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

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- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender

Documents, or Construction Equipment equivalent thereto, are on the site when required.”

4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

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

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

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

4.4. SUBCONTRACTING

Add the following sub-clauses:

“4.4.7 Continuing obligation extending beyond date of completion of the work

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

4.4.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

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

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4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment

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

4.9.3 Constructional plant brought to the site by the subcontractor

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

5. TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following sub-clause:

5.4.4 “If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

5.14 COMPLETION

Delete the following:

“5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5”

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Engineer has issued the Final Approval Certificate.

6. PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

6.6.1.2.1 In the first line after the word "sums" insert “excluding VAT”

6.6.1.2.2 In the fourth line after the word "amount" insert “excluding VAT”

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6.10.5 Payment of retention money

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:”

“Retention money shall become due when the Engineer shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

6.11 VARIATIONS EXCEEDING 15 PER CENT

6.11.1 Second paragraph:

Change “15%” to “30%”.

Add the following sub-clause:

“6.11.2 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”

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PART C2: PRICING DATA

| | | |
|------|----------------------------|------|
| C2.1 | PRICING INSTRUCTIONS | C.31 |
| C2.2 | BILL OF QUANTITIES | C.61 |

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

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The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from product of unit rate and quantity, the line item total shall govern and the rates shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall corrected.

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12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

| | | |
|----------------------|---|-----------------------|
| mm | = | millimetre |
| m | = | metre |
| km | = | kilometre |
| km-pass | = | kilometre-pass |
| m ² | = | square metre |
| m ² -pass | = | square metre pass |
| ha | = | hectare |
| m ³ | = | cubic metre |
| m ³ km | = | cubic metre kilometre |
| l | = | litre |
| kl | = | kilolitre |
| kg | = | kilogram |
| t | = | ton (1000 kg) |
| No | = | number |
| mn | = | meganewton |
| mn-m | = | meganewton-metre |
| % | = | per cent |
| kW | = | kilowatt |
| Kn | = | kilonewton |
| PC sum | = | prime cost sum |
| Prov sum | = | provisional sum |

14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

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16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using labour intensively in the schedule of quantities will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the Local labour content target, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the Local labour content target and constructed a LI-marked activity through other means, he will not be paid for that activity. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.

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C2.2 BILL OF QUANTITIES

BILL OF QUANTITIES

| Item No | | Quantity | Amount |
|---------|--|----------|--------|
| | <p><u>SECTION NO.1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>NOTES</u></p> <p>The agreement is to be the Form of Offer and Acceptance (Agreement) Part C1.1 of bid document</p> <p>and</p> <p>The JBCC Principal Building Agreement (March 2014 edition 6.1) prepared by the Joint Building Contracts Committee, shall be the applicable agreement, amended as hereinafter described.</p> <p>The JBCC Principal Agreement contract data form an integral part of this agreement</p> <p>The Preliminaries published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.1 March 2014 shall be deemed to be incorporated in these bills of quantities, amended hereinafter described.</p> <p>The Contractor is deemed to have referred to the above-mentioned documents for the full intent and meaning of each clause thereof</p> <p>The clauses in the above-mentioned documents are hereinafter referred to by clause number and heading only.</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such 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</p> <p>PREAMBLES FOR TRADES</p> | | |
| | Carried Forward | R | |
| | <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | |

| | |
|--|----------|
| <p style="text-align: right;">Brought Forward</p> <p>The Model Preambles for Trades (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 claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the Model Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles and/or specifications</p> <p>STRUCTURE OF THIS PRELIMINARIES BILL</p> <p>Section A: A recital of the headings of the individual clauses of the aforementioned JBCC Principal Building Agreement</p> <p>Section B: A recital of the headings of the individual clauses of the aforementioned Preliminaries document</p> <p>Section C: Any special clauses to meet the particular circumstances of the project</p> <p>PRICING OF PRELIMINARIES</p> <p>Should the contractor select Option A or where option is prescribed in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V), and time related (T).</p> | <p>R</p> |
| <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | <p>R</p> |

Brought Forward

R

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

Clause 1.0 - Definitions and interpretation

Definition of agreement

The definition of agreement is replaced with the following definition:

AGREEMENT : The Form of Offer and Acceptance (agreement) (Part C.1) and the JBCC Principal Building Agreement, the completed JBCC PBA contract data, the contract drawings, the priced documents and any other documents introduced to in writing and signed by the parties.

Pricing of bills of quantities

The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except whereto be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packing, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained

Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

Abbreviated descriptions

The items in these bills of quantities utilise abbreviated descriptions. it is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. however, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of local and international best practice

Carried Forward

R

Section No. 1
PRELIMINARIES AND GENERAL
Bill No. 1
Preliminaries

Prepared By
Akha Architects and Marumo Consulting Engineers JV

| | Brought Forward | R | |
|---|--|---|------|
| | <p>Legal status of contractor</p> <p>If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:</p> <ol style="list-style-type: none"> 1. The persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer. <p>Errata by JBCC</p> <p>Omit from definition of construction period the words: "excluding annual holiday periods"</p> <p>Omit from definition of preliminaries the word: "priced"</p> | | |
| 1 | <p>F:..... V:..... T:.....</p> <p>Clause 2.0 - Law, regulations and notices</p> <p>The above clause shall be deemed to be extended as follow</p> <p>Health and Safety</p> <p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]</p> | | Item |
| | | | |
| | Carried Forward | R | |
| | <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | |

| | Brought Forward | R | |
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| | <p>Health and Safety</p> <p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of Construction Regulations 2014 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure 2014 for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification under section C of this Preliminaries bill [2.1]</p> <p>The contractor shall:</p> <ol style="list-style-type: none"> 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Co-operate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the employer's health and safety specification | | |
| 2 | <p>F:..... V:..... T:.....</p> <p>Clause 3.0 Offer and acceptance</p> | | Item |
| 3 | <p>F:..... V:..... T:.....</p> <p>Clause 4.0 - Assignment and cession</p> | | Item |
| 4 | <p>F:..... V:..... T:.....</p> | | Item |
| | Carried Forward | R | |
| | <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | |

| | Brought Forward | R | |
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| | <p>Clause 5.0 - Contract documents</p> <p>Value Added Tax</p> <p>Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)</p> <p>Contract drawings</p> <p>The contract drawings are as listed on the contents page of the bills of quantities [5.1]</p> <p>Priced document as specification</p> <p>The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any</p> <p>Electronic issue of drawings</p> <p>All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on date such drawings have been dispatched electronically [5.5]</p> <p>Precedence</p> <p>Clause 5.6 is deemed to be deleted. The provisions of this Bill No.1 (Preliminaries) shall take precedence over any other documents which constitute this agreement [5.6]</p> | | |
| 5 | <p>F:..... V:..... T:.....</p> <p>Clause 6.0 - Employer's agents</p> <p>Delegated authority</p> <p>The authority of the principal agent to issue contract instructions and perform duties for specific aspects of the works is delegated to agents as follows [6.2]</p> <p>1. Architect</p> <p>1.1 Duties:</p> <p>The architect is responsible for the architectural design, functional design and quality inspection of the works</p> <p>1.2 Contract instructions [17.0]:</p> | Item | |
| | Carried Forward | R | |
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| <p style="text-align: right;">Brought Forward</p> <p>2. Quantity Surveyor</p> <p>2.1 Duties:</p> <p>The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works</p> <p>2.2 Contract instructions [17.0]:</p> <p>2.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement</p> <p>2.2.2 Alteration to design, standards or quality of the works provided that such contract instructions shall not substantially change the scope of works</p> <p>2.2.3 The site [13.2.4]</p> <p>2.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>2.2.5 Provision and testing of samples of materials and goods, of finishes and assemblies of elements of the works</p> <p>2.2.6 Opening up of work for inspection, removal or re-execution</p> <p>2.2.7 Removal or re-execution of work</p> <p>2.2.8 Removal or substitution of any materials and goods</p> <p>2.2.9 Protection of the works</p> <p>2.2.10 Making good physical loss and repairing damage to the works [8.0]</p> <p>2.2.11 Rectification of defects [21.2]</p> <p>2.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>2.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>2.2.14 Appointment of a subcontractor [14.0; 15.0]</p> <p>2.2.15 Termination of nominated n/s subcontract agreement [27.2.8]</p> <p style="text-align: right;">Carried Forward</p> | R | |
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| 2.2.16 Work by (a) direct contractor(s) [16.0] | | |
| 2.2.17 Access by other or previous contractors to remedy defective work | | |
| 2.2.18 Removal from site of any person employed on the works | | |
| 2.2.19 Removal from site of any person not engaged on or connected with the works | | |
| 2.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0] | | |
| | | |
| 3. Civil and Structural Engineer | | |
| 3.1 Duties: | | |
| The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works | | |
| 3.2 Contract instructions [17.0]: | | |
| 3.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement | | |
| 3.2.2 Alteration to design, standards or quality of the works provided that such contract instructions shall not substantially change the scope of works | | |
| 3.2.3 The site [13.2.4] | | |
| 3.2.4 Compliance with the law, regulations and bylaws [2.1] | | |
| 3.2.5 Provision and testing of samples of materials and goods, of finishes and assemblies of elements of the works | | |
| 3.2.6 Opening up of work for inspection, removal or re-execution | | |
| 3.2.7 Removal or re-execution of work | | |
| 3.2.8 Removal or substitution of any materials and goods | | |
| 3.2.9 Protection of the works | | |
| 3.2.10 Making good physical loss and repairing damage to the works [8.0] | | |
| 3.2.11 Rectification of defects [21.2] | | |
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| 3.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion | | |
| 3.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums | | |
| 3.2.14 Appointment of a subcontractor [14.0; 15.0] | | |
| 3.2.15 Termination of nominated n/s subcontract agreement [27.2.8] | | |
| 3.2.16 Work by (a) direct contractor(s) [16.0] | | |
| 3.2.17 Access by other or previous contractors to remedy defective work | | |
| 3.2.18 Removal from site of any person employed on the works | | |
| 3.2.19 Removal from site of any person not engaged on or connected with the works | | |
| 3.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0] | | |
| | | |
| 4. Mechanical Engineer | | |
| 4.1 Duties: | | |
| The mechanical engineer is responsible for the all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions | | |
| 4.2 Contract instructions [17.0]: | | |
| 4.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement | | |
| 4.2.2 Alteration to design, standards or quality of the works provided that such contract instructions shall not substantially change the scope of works | | |
| 4.2.3 The site [13.2.4] | | |
| 4.2.4 Compliance with the law, regulations and bylaws [2.1] | | |
| 4.2.5 Provision and testing of samples of materials and goods, of finishes and | | |
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| <p style="text-align: right;">Brought Forward</p> <p>assemblies of elements of the works</p> <p>4.2.6 Opening up of work for inspection, removal or re-execution</p> <p>4.2.7 Removal or re-execution of work</p> <p>4.2.8 Removal or substitution of any materials and goods</p> <p>4.2.9 Protection of the works</p> <p>4.2.10 Making good physical loss and repairing damage to the works [8.0]</p> <p>4.2.11 Rectification of defects [21.2]</p> <p>4.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>4.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>4.2.14 Appointment of a subcontractor [14.0; 15.0]</p> <p>4.2.15 Termination of nominated n/s subcontract agreement [27.2.8]</p> <p>4.2.16 Work by (a) direct contractor(s) [16.0]</p> <p>4.2.17 Access by other or previous contractors to remedy defective work</p> <p>4.2.18 Removal from site of any person employed on the works</p> <p>4.2.19 Removal from site of any person not engaged on or connected with the works</p> <p>4.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]</p> <p>5. Electrical Engineer</p> <p>5.1 Duties:</p> <p>The electrical engineer is responsible for the all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p> | R | |
| <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | R | |

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| <p>5.2 Contract instructions [17.0]:</p> <p>5.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement</p> <p>5.2.2 Alteration to design, standards or quality of the works provided that such contract instructions shall not substantially change the scope of works</p> <p>5.2.3 The site [13.2.4]</p> <p>5.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>5.2.5 Provision and testing of samples of materials and goods, of finishes and assemblies of elements of the works</p> <p>5.2.6 Opening up of work for inspection, removal or re-execution</p> <p>5.2.7 Removal or re-execution of work</p> <p>5.2.8 Removal or substitution of any materials and goods</p> <p>5.2.9 Protection of the works</p> <p>5.2.10 Making good physical loss and repairing damage to the works [8.0]</p> <p>5.2.11 Rectification of defects [21.2]</p> <p>5.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion</p> <p>5.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums</p> <p>5.2.14 Appointment of a subcontractor [14.0; 15.0]</p> <p>5.2.15 Termination of nominated n/s subcontract agreement [27.2.8]</p> <p>5.2.16 Work by (a) direct contractor(s) [16.0]</p> <p>5.2.17 Access by other or previous contractors to remedy defective work</p> <p>5.2.18 Removal from site of any person employed on the works</p> <p>5.2.19 Removal from site of any person not engaged on or connected with the works</p> | | |
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| <p style="text-align: right;">Brought Forward</p> <p>6.2.14 Appointment of a subcontractor [14.0; 15.0]</p> <p>6.2.15 Termination of nominated n/s subcontract agreement [27.2.8]</p> <p>6.2.16 Work by (a) direct contractor(s) [16.0]</p> <p>6.2.17 Access by other or previous contractors to remedy defective work</p> <p>6.2.18 Removal from site of any person employed on the works</p> <p>6.2.19 Removal from site of any person not engaged on or connected with the works</p> <p>6.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]</p> <p>7. Fire consultant</p> <p>7.1 Duties:</p> <p>The fire is responsible for the all aspects of mechanical engineering design and quality inspection of the works and, where appointed by the employer for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions</p> <p>7.2 Contract instructions [17.0]:</p> <p>7.2.1 Rectification of discrepancies, errors in descriptions or omissions in contract documents other than this agreement</p> <p>7.2.2 Alteration to design, standards or quality of the works provided that such contract instructions shall not substantially change the scope of works</p> <p>7.2.3 The site [13.2.4]</p> <p>7.2.4 Compliance with the law, regulations and bylaws [2.1]</p> <p>7.2.5 Provision and testing of samples of materials and goods, of finishes and assemblies of elements of the works</p> <p>7.2.6 Opening up of work for inspection, removal or re-execution</p> <p>7.2.7 Removal or re-execution of work</p> <p>7.2.8 Removal or substitution of any materials and goods</p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | R | |
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| 7.2.9 Protection of the works | | |
| 7.2.10 Making good physical loss and repairing damage to the works [8.0] | | |
| 7.2.11 Rectification of defects [21.2] | | |
| 7.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion | | |
| 7.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums | | |
| 7.2.14 Appointment of a subcontractor [14.0; 15.0] | | |
| 7.2.15 Termination of nominated n/s subcontract agreement [27.2.8] | | |
| 7.2.16 Work by (a) direct contractor(s) [16.0] | | |
| 7.2.17 Access by other or previous contractors to remedy defective work | | |
| 7.2.18 Removal from site of any person employed on the works | | |
| 7.2.19 Removal from site of any person not engaged on or connected with the works | | |
| 7.2.20 On termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0] | | |
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| | Brought Forward | R | |
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| | <p>8. Health and Safety Consultant</p> <p>8.1 Duties:</p> <p>The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works:</p> <p>8.1.1 Act as the employer's agent in terms of Construction regulations issued in terms of Occupational Health and Safety Act, 1993</p> <p>8.1.2 Prepare and update the health and safety specification for the works</p> <p>8.1.3 Agree with the contractor the health and safety plan for the works</p> <p>8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the Act and Regulations</p> <p>8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to</p> | | |
| 6 | <p>F:..... V:..... T:.....</p> <p>9. Client Representative</p> <p>9.1 Duties:</p> <p>The clause shall be deemed to be added to this agreement</p> <p>The clients site representative is responsible to report to the Client and Principal agent on inter alia;</p> <p>9.1.1 Compliance with national building regulations</p> <p>9.1.2 Compliance with all relevant construction regulations</p> <p>9.1.3 Construction and quality compliance</p> | | Item |
| 7 | <p>F:..... V:..... T:.....</p> <p>Clause 7.0 - Design responsibility</p> | | Item |
| 8 | <p>F:..... V:..... T:.....</p> | | Item |
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| | Insurance and Security (A8-A11) | | | | | | | | | | | | | | | | | |
| | Clause 8.0 - Work risk | | | | | | | | | | | | | | | | | |
| 9 | F:..... V:..... T:..... | | Item | | | | | | | | | | | | | | | |
| | Clause 9.0 - Indemnities | | | | | | | | | | | | | | | | | |
| 10 | F:..... V:..... T:..... | | Item | | | | | | | | | | | | | | | |
| | Clause 10.0 - Insurances | | | | | | | | | | | | | | | | | |
| 11 | F:..... V:..... T:..... | | Item | | | | | | | | | | | | | | | |
| | Clause 11.0 - Security | | | | | | | | | | | | | | | | | |
| | Clause 11 (11.1 to 11.2) shall be deemed to be replaced by the following: | | | | | | | | | | | | | | | | | |
| | 11.1 The security required shall be as described in the bid document and shall be in the form of cash, certified cheque or bank guarantee from a banking institution registered in terms of the Banks Act 1990 (Act No (4 of 1990) or from an insurer registered in terms of the insurance Act 1943 (Act No 27 of 1943) | | | | | | | | | | | | | | | | | |
| | 11.2 Guarantees will be required as follows | | | | | | | | | | | | | | | | | |
| | <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">CATEGORY</th> <th style="text-align: left;">PROJECT VALUE</th> <th style="text-align: left;">GUARANTEE</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>< R500 000</td> <td>2.5%</td> </tr> <tr> <td>B</td> <td>R500 0001 - R1 000 000</td> <td>5%</td> </tr> <tr> <td>C</td> <td>R1 000 0001 - R2 000 000</td> <td>7.5%</td> </tr> <tr> <td>D</td> <td>> R2 000 000</td> <td>10%</td> </tr> </tbody> </table> | CATEGORY | PROJECT VALUE | GUARANTEE | A | < R500 000 | 2.5% | B | R500 0001 - R1 000 000 | 5% | C | R1 000 0001 - R2 000 000 | 7.5% | D | > R2 000 000 | 10% | | |
| CATEGORY | PROJECT VALUE | GUARANTEE | | | | | | | | | | | | | | | | |
| A | < R500 000 | 2.5% | | | | | | | | | | | | | | | | |
| B | R500 0001 - R1 000 000 | 5% | | | | | | | | | | | | | | | | |
| C | R1 000 0001 - R2 000 000 | 7.5% | | | | | | | | | | | | | | | | |
| D | > R2 000 000 | 10% | | | | | | | | | | | | | | | | |
| | 11.3 The Employer's entitlement to recover expense and loss in terms of 27.0 shall take precedence over the reducing of the surety or proportions thereof | | | | | | | | | | | | | | | | | |
| | 11.4 The parties shall expressly agree that neither the Employer nor the Contractor shall be entitled to cede the rights to the surety to any third party and the Employer shall apply the security strictly according to the provisions of this agreement | | | | | | | | | | | | | | | | | |
| | 11.5 Such selected security shall be provided within fourteen (14) calendar days of written acceptance of the contractor's tender | | | | | | | | | | | | | | | | | |
| | The employer reserves the right to reject a construction guarantee if, in the opinion of the employer, the guarantor is not accredited. | | | | | | | | | | | | | | | | | |
| | | Carried Forward | R | | | | | | | | | | | | | | | |
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| <p style="text-align: right;">Brought Forward</p> <p>Clause (11.4 to 11.5)</p> <p>Security payment</p> <p>The employer shall not provide a guarantee for payment to the Contractor Clause (11.10)</p> <p>This clause shall be deemed to be replaced by the following;</p> <p>The contractor shall wave his lien at signing the contract</p> <p>The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]</p> <p>Execution (A12 - A17)</p> <p>Clause 12.0 - duties of the parties</p> <p>Clause 12.1.1 - Amended clause 11.4 apply</p> <p>Provision of clauses 12.1.2 to 12.1.6 and 12.2.18</p> <p>Refer to the contract data, the Preliminaries document and "Section B: Preliminaries" of this Bill No.1 with reference to the provisions of clauses 12.1.2 to 12.1.6 and 12.2.18 of the JBCC Principal Building Agreement</p> <p>Office accommodation</p> <p>The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]</p> <p>Notice board</p> <p>The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor, and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]</p> | <p>R</p> | |
| <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | <p>R</p> | |

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| | <p>Access to water, sewer, stormwater and electricity connections</p> <p>The employer is not in a position to identify access to water, sewer, stormwater and electricity connections to the site as may be suitable for the execution of the works. The contractor is to allow what he considers to be required and is to qualify his tender in detail in this regard, failing which it shall be taken that the contractor has allowed what will be required for the execution of the works. in such case no claims for additional cos or loss shall be entertained [12.1.5]</p> <p>Statutory and other notices</p> <p>The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard [12.1.6]</p> <p>It is however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto</p> <p>Clause 13.0 - Setting out</p> | | |
| 12 | <p>F:..... V:..... T:.....</p> <p>Clause 14.0 - Nominated subcontractors</p> <p>Clause 14.1.4 Reference should read "[17.1.4]" Clause 14.6 Reference should read "[17.1.15; 27.1.8]" Clause 14.7.2 Reference should read "[27.1.8]" Clause 14.7.3 Reference should read "[27.2.8]"</p> | Item | |
| 13 | <p>F:..... V:..... T:.....</p> <p>Clause 15.0 - Selected subcontractors</p> <p>Clause 15.2 Reference should read "[17.1.4]" Clause 15.7.2 Reference should read "[27.1.8]" Clause 15.7.3 Reference should read "[27.2.8]"</p> | Item | |
| 14 | <p>F:..... V:..... T:.....</p> | Item | |
| | Carried Forward | R | |
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| | <p>Clause 16.0 - Direct contractors</p> <p>Attendance on direct contractors</p> <p>In respect of direct contractors the contractor shall:</p> <ol style="list-style-type: none"> 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1] <p>Clause 16.1.3 Reference should read "[26.5]"</p> | | |
| 15 | <p>F:..... V:..... T:.....</p> <p>Clause 17.0 - Contract instructions</p> <p>Site instructions</p> <p>Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor</p> <p>Errata by JBCC</p> <p>Clause 17.1.3 Reference should read "[13.2.4]"</p> | | Item |
| 16 | <p>F:..... V:..... T:.....</p> <p><u>Completion (A18-A24)</u></p> <p>Clause 18.0 - Interim completion</p> | | Item |
| 17 | <p>F:..... V:..... T:.....</p> <p>Clause 19.0 - Practical completion</p> | | Item |
| 18 | <p>F:..... V:..... T:.....</p> | | Item |
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| | Clause 20.0 - Sectional completion | | |
| | Errata by JBCC | | |
| | Clause 20.2.2 Reference should read "[21.6.2]" | | |
| 19 | F:..... V:..... T:..... | Item | |
| | Clause 21.0 - Defects liability period and final completion | | |
| | Errata by JBCC | | |
| | Clause 21.1 Delete the word "final" in the second last line Reference should read "[21.6.1]" | | |
| | Clause 21.9 Reference should read "[21.4 ; 21.6.1]" | | |
| 20 | F:..... V:..... T:..... | Item | |
| | Clause 22.0 - Latent defects liability period | | |
| 21 | F:..... V:..... T:..... | Item | |
| | Clause 23.0 - Revision of date of practical completion | | |
| | Substitution of materials and goods | | |
| | The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2] | | |
| | Errata by JBCC | | |
| | Clause 23.2 Reference should read "[26.7]" | | |
| | Clause 23.2.1 Reference should read "[12.1.7]" | | |
| 22 | F:..... V:..... T:..... | Item | |
| | Clause 24.0 - Penalty for late or non-completion | | |
| 23 | F:..... V:..... T:..... | Item | |
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| <p style="text-align: right;">Brought Forward</p> <p><u>Payment (A25 - A27)</u></p> <p>Clause 25.0 - Payment</p> <p>Clause 25.0 shall be deemed to be amended and extended as follows;</p> <p>25.16 Retention Fund</p> <p>25.16.1 The Employer shall withhold from the Contractor ten per cent (10%), with a maximum of five per cent (5%) of all payments made before the issuing of the certificate of practical completion as a retention fund. No interest is to be paid to the Contractor on the retention fund. The retention fund shall be held by the Employer as a guarantee to the Employer for the completion of the contract.</p> <p>25.16.2 Two fifths (2/5) of the retention fund shall be paid to the Contractor on the issuing of the certificate of practical completion, and two fifths (2/5) on the issuing of the certificate of final completion and the remainder on the issuing of final account</p> <p>Notwithstanding this or any other clause, materials and goods stored off site shall not be included in the amount authorised for payment unless specifically authorised by the Employer.</p> <p>Materials and goods prematurely on site</p> <p>Materials and goods brought onto the site prematurely shall not be authorised for payment [25.3.2]</p> <p>Materials and goods stored off site</p> <p>This clause shall be deemed to be amended as follows:</p> <p>Materials and goods stored off site shall not be authorised for payment unless procedures in terms of ownership, payment, storage and insurance of such goods has been confirmed to and authorised as such by the Principal Agent [25.3.2]</p> <p>Contract Price Adjustment</p> <p>All fluctuations in costs, with the exception of fluctuations in the rate Value Added Tax, shall be adjustable in accordance with CPAP indices (PO151) base month being month prior to closing date of bid [25.3.4]</p> | R | |
| <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | R | |

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| <p>Prices submitted</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing (25.3.5)</p> <p>Errata by JBCC</p> <p>Clause 25.2 The word: "Final" in bold in the second line Clause 25.10.3 Reference should read "[25.13 ; 26.10]" New clause 25.12.4 Add the words : "Terminate the agreement [29.14.7] where the listed options [25.12.1 -3] have failed"</p> | | |
| 24 | F:..... V:..... T:..... | Item |
| <p>Clause 26.0 - Adjustment of the contract value and final account</p> <p>Tenant installations/users requirements delayed</p> <p>There is possibility that certain works related to tenant installations/users requirements may have to be delayed and may consequently not be executed prior to practical completion</p> <p>The employer reserves the right to omit such work without compensation to the contractor for loss of profit or any other loss which the contractor may suffer as a result of such omission</p> <p>Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount of for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calender months after the date of practical completion of the works</p> | | |
| | Carried Forward | R |
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| | <p>Cost of Claims</p> <p>All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6,7] from making a determination on costs</p> <p>The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]</p> <p>Errata by JBCC</p> <p>Clause 26.4.2 Omit the entire clause and renumber thereafter New clause 26.4.3 "Other proven or unavoidable costs"</p> <p>Clause 27.0 - Recovery of expense and/or loss</p> | | |
| 25 | <p>F:..... V:..... T:.....</p> <p><u>Suspension and termination (A28 - A29)</u></p> <p>Clause 28.0 - Suspension by the contractor</p> <p>Errata by JBCC</p> <p>New Clause 28.1.5 and renumber thereafter "Or where an agent has failed to act in terms of this agreement [6.4]" Clause 28.2 Replace the word "defect" with "default" in the first line</p> | Item | |
| 26 | <p>F:..... V:..... T:.....</p> <p>Clause 29.0 - Termination</p> <p>Errata by JBCC</p> <p>Clause 29.1.2 Delete the words: "within the period stated [CD]"</p> <p>Clause 29.14.1 Change as follows: "Provide or maintain a guarantee for payment.....[11.4-5]" Clause 29.14.2 Reference should read "[12.1.7]" New clause 29.14.2 "Or where an agent has failed to act in terms of this agreement [6.4]"</p> | Item | |
| | Carried Forward | R | |
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| | | Brought Forward | R |
| 27 | <p>F:..... V:..... T:.....</p> <p>Dispute resolution</p> <p>Clause 30.0 - Dispute resolution</p> | | Item |
| 28 | <p>F:..... V:..... T:.....</p> <p>AGREEMENT</p> <p>The required Information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties following the issue of letter of appointment by the Employer and compliance thereto by the contractor</p> <p>CONTRACT DATA</p> <p>Before submission of his tender the contractor is to note and allow in his tender for the items and requirements as set out here after. The contract data shall be inserted in the agreement for signature of the agreement by the parties</p> <p><u>(A) TENDER INFORMATION</u></p> <p>A1 Project Name:</p> <p>Construction of Praktiseer Library for Fetakgomo Tubatse Local Municipality</p> <p>A2 Works Description</p> <p>Construction of library consisting of single storey building: library hall, offices, site services, roadways, parking and paving, etc.</p> <p>A3 Site description</p> <p>3.1 Portion: Praktiseer Library</p> <p>3.2 Local Authority: Fetakgomo Tubatse Local Municipality</p> <p>3.3 Street Address: Praktiseer Library, Burgersfort</p> | | Item |
| | | Carried Forward | R |
| | <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | |

| | Brought Forward | R |
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| <p>A4 Employer</p> <p>4.1 Name: Fetakgomo Tubatse Local Municipality</p> <p>4.2 Business: Municipality</p> <p>4.3 Business Reg No: N/A Municipality VAT No: 4510149596</p> <p>4.4 Contact person: Mr Phillip Makgahlela Tel: 013 231 1165 Email: pmakgahlela@tubatse.gov.za.</p> <p>4.5 Registered street address: Old Municipal Chamber, 1st Kastania Street, Burgersfort</p> <p>4.6 Postal address: P O Box 206, Burgersfort, 1150</p> <p>4.7 Tel. No: 013 231 1000/1231 Fax No: website:</p> | | |
| <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | Carried Forward | R |

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| <p>A5 - A13 Principal Agent:</p> <p>5.1 Name: Akha Architects JV Marumo Consulting Engineers</p> <p>5.2 Business: Consulting Engineers</p> <p>5.3 Business Reg No: Joint Venture Business VAT No: *****</p> <p>5.4 Contact person: Mr D Makinya Tel: 073 860 9492 Email: duncan@akha.co.za</p> <p>5.5 Registered street address: Ga-Selala</p> <p>5.6 Postal address: Same as above</p> <p>5.7 Tel. No: 073 860 9492</p> | <p>Brought Forward</p> | <p>R</p> |
| <p><u>(B) CONTRACT DATA</u></p> | | |
| <p>2.0 Law regulations and notices</p> <p>2.1/25.15 Law of the Country applicable: South Africa</p> | | |
| <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | <p>Carried Forward</p> | <p>R</p> |

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| Contract works insurance (CWI) (including material and goods temporary works - Contract sum | | |
| Allowances for Professional fees and escalation of the insured value at 20% of contract sum | | |
| Free issue material at new replacement value - Not Applicable | | |
| Employer owned surrounding property - Not Applicable | | |
| Public Liability insurance - R5,000,000.00 each and every claim | | |
| Supplementary insurance (including CWI extensions - Yes SASRIA | | |
| Removal of lateral support insurance - Not Applicable | | |
| policy deductables | | |
| Works free issue - 0.1% of insured amount | | |
| Supplementary insurance 0.1% of the insured amount | | |
| 11.0 Security | | |
| 11.1.1-5 The contractor shall provide a guarantee for construction to the Employer - Yes | | |
| Carried Forward | | R |
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| <p>19.0 Practical completion</p> <p>19.1.1 Items that do not have to be completed to achieve practical completion - N/A</p> <p>19.1.2 Criteria to achieve practical completion - as per condition of contract</p> <p>25.0 Payment</p> <p>25.1 Currency: South African Rand</p> <p>25.2 Issue of regular payment certificates on: 25th day of each month</p> <p>25.3.2 Materials and goods off site - paid subject to bid documentation conditions</p> <p>25.3.4 / 26.9.5 Contract Price Adjustment Provisions (CPAP)</p> <p>Contract value adjustment: The contract value is fixed, therefore shall not be adjusted.</p> <p>30.0 Dispute resolution</p> <p>30.6.1 Alternative dispute resolution nominating body - JBCC for adjudication - Association of Arbitrators (South Africa)</p> <p>Changes made to JBCC document - Refer to Preliminaries section of the bills of quantities for changes which will be applicable to this contract.</p> <p>(C) TENDER CLOSING</p> <p>Tender closing: date/time/place/address - as stated in bid documentation</p> <p>Delivered in electronic format: No - As stated in bid documentation</p> <p>Alternative offer considered: Yes - only if original tender submitted</p> | | |
| <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | <p>Carried Forward</p> | <p>R</p> |

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| <u>(D) TENDERERS SELECTION</u> | | |
| 11.0 Securities | | |
| Guarantee for construction | | |
| Refer to clause 11.1 to 11.5 for security requirements which will apply to this contract | | |
| Guarantee for Advance Payment - Not Applicable to this contract | | |
| Guarantee for Payment - Not Applicable to this contract | | |
| 19.0 Contractors holiday period during the construction period | | |
| One month - 15 December to 15 January allowed in the contract period of 8months | | |
| 26.0 Payment / adjustment of preliminaries | | |
| Payment of preliminaries Option B - Yes | | |
| Adjustment of preliminaries (26.9.4) Option A - Yes | | |
| Notes: | | |
| The tender shall remain in full legal force for (120) one hundred and twenty calender days | | |
| TENDER SUM COMPILATION | | |
| Refer to Bid Documentation - Calculation of bid sum | | |
| TENDERER'S DETAILS | | |
| Refer to Bid Documentation - Contract Data | | |
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| Carried Forward | | R |
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| <u>SECTION B: PRELIMINARIES</u> | | | |
| <u>Interpretation (B1)</u> | | | |
| | Definitions | | |
| 29 | F:..... V:..... T:..... | | Item |
| <u>Documents (B2)</u> | | | |
| | Clause 2.1 - Checking of documents | | |
| 30 | F:..... V:..... T:..... | | Item |
| | Clause 2.2 - Provisional bills of quantities | | |
| 31 | F:..... V:..... T:..... | | Item |
| | Clause 2.3 - Availability of construction documentation | | |
| | Construction information completed | | |
| | Budget allowances and provisional sums | | |
| | The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period | | |
| 32 | F:..... V:..... T:..... | | Item |
| <u>Previous work and adjoining properties (B3)</u> | | | |
| | Clause 3.1 - Previous work - dimensional accuracy | | |
| 33 | F:..... V:..... T:..... | | Item |
| | Clause 3.2 - Previous work - defects | | |
| 34 | F:..... V:..... T:..... | | Item |
| | Clause 3.3 - Inspection of adjoining properties | | |
| 35 | F:..... V:..... T:..... | | Item |
| | | Carried Forward | R |
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| <u>Samples, shop drawings and manufacturer's instructions (B4)</u> | | |
| 36 | Clause 4.1 - Samples of materials F:..... V:..... T:..... | Item |
| 37 | Clause 4.2 - Workmanship samples F:..... V:..... T:..... | Item |
| 38 | Clause 4.3 - Shop drawings F:..... V:..... T:..... | Item |
| 39 | Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:..... | Item |
| <u>Deposits and fees (B5)</u> | | |
| 40 | Clause 5.1 - Deposits and fees F:..... V:..... T:..... | Item |
| <u>Temporary services (B6)</u> | | |
| 41 | Clause 6.1 - Water Option A (6.1.1) applicable F:..... V:..... T:..... | Item |
| 42 | Clause 6.2 - Electricity Option A (6.2.1) applicable F:..... V:..... T:..... | Item |
| | Clause 6.3 - Ablution and welfare facilities Option A (6.3.1) applicable | |
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| | | Brought Forward | R | |
| 43 | F:..... V:..... T:..... Clause 6.4 - Communication facilities | | Item | |
| 44 | F:..... V:..... T:..... <u>Prime cost amounts (B7)</u> Clause 7.1 - Responsibility for prime cost amounts | | Item | |
| 45 | F:..... V:..... T:..... <u>Attendance on Subcontractors (B8)</u> Clause 8.1 - General attendance | | Item | |
| 46 | F:..... V:..... T:..... Clause 8.2 - Special attendance | | Item | |
| 47 | F:..... V:..... T:..... <u>General (B9)</u> Clause 9.1 - Protection of works | | Item | |
| 48 | F:..... V:..... T:..... Clause 9.2 - Protection/isolation of existing/sectionally occupied works | | Item | |
| 49 | F:..... V:..... T:..... Clause 9.3 - Security of the works | | Item | |
| 50 | F:..... V:..... T:..... Clause 9.4 - Notice before covering work | | Item | |
| 51 | F:..... V:..... T:..... Clause 9.5 - Disturbance | | Item | |
| | | Carried Forward | R | |
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| 52 | F:..... V:..... T:..... Clause 9.6 - Environmental disturbance | | Item |
| 53 | F:..... V:..... T:..... Clause 9.7 - Works cleaning and clearing | | Item |
| 54 | F:..... V:..... T:..... Clause 9.8 - Vermin | | Item |
| 55 | F:..... V:..... T:..... Clause 9.9 - Overhand work | | Item |
| 56 | F:..... V:..... T:..... | | Item |
| | <u>Preliminaries schedule (B10)</u> | | |
| | Information for completion of the preliminaries schedule | | |
| | The Preliminaries schedule contains all Pre-tender variables referred to in this document and must be completed in full and included in the tender documents | | |
| | Spacing requiring information must be filled in, shown as 'not applicable' or deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the Preliminaries schedule. key cross reference clauses are italicised in [] brackets | | |
| | 10.1 Provisional bills of quantities [2.2] The quantities are provisional: No | | |
| | 10.2 Availability of construction information [2.3] Construction documentation is complete: Yes | | |
| | 10.3 Previous work - dimensional accuracy [3.1] Not applicable | | |
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| 10.4 | Previous work - defects [3.2] Not Applicable | | |
| 10.5 | Inspection of adjoining properties [3.3] Not Applicable | | |
| 10.6 | Water [6.1] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered) No | | |
| 10.7 | Electricity [6.2] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered) No | | |
| 10.8 | Ablution and welfare facilities [6.3] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by contractor - metered) No | | |
| 10.9 | Communication facilities [6.4] Telephone / Cell phones on site - Yes Fax at office - Yes E-mail on site - Yes | | |
| 10.10 | Protection of the works [9.1] Specific requirements - No | | |
| 10.11 | Protection / isolation of existing/sectionally occupied works [9.2] Protection / isolation is required - No | | |
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| <p>10.12 Disturbance [9.5]</p> <p>Specific requirements</p> <p>All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever</p> <p>10.13 Environmental Disturbance</p> <p>Specific requirements</p> <p>Controlling all forms of pollution</p> <p>The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc</p> <p>The contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works</p> | | |
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| | <u>SECTION C: SPECIFIC PRELIMINARIES</u> | |
| | Warranties for materials and workmanship | |
| | Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract | |
| | The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so | |
| | The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor | |
| 57 | F:..... V:..... T:..... | Item |
| | Overtime | |
| | Should overtime be required to be worked for any reason whatsoever, the costs of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer | |
| 58 | F:..... V:..... T:..... | Item |
| | Co-operation of the contractor for cost management | |
| | It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget | |
| 59 | F:..... V:..... T:..... | Item |
| | Carried Forward | R |
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| | Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense | | |
| 60 | F:..... V:..... T:..... Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor | Item | |
| 61 | F:..... V:..... T:..... Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing | Item | |
| 62 | F:..... V:..... T:..... Testing of windows for watertightness Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed and/or other approved means | Item | |
| 63 | F:..... V:..... T:..... | Item | |
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| | <p>Broad Based Black Economic Empowerment (BBBEE)</p> <p>Tenders submitted will be elevated taking into account their empowering rating</p> <p>The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works</p> <p>The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating</p> | | |
| 64 | <p>F:..... V:..... T:.....</p> <p>Advertising rights</p> <p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in the meeting of his obligations under this agreement</p> | Item | |
| 65 | <p>F:..... V:..... T:.....</p> <p>Confidentiality</p> <p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the employer</p> | Item | |
| 66 | <p>F:..... V:..... T:.....</p> | Item | |
| | Carried Forward | R | |
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| | <p>Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement to be printed, screened or aired by the media</p> | | |
| 67 | F:..... V:..... T:..... | Item | |
| | <p>Proprietary branded products The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturer's instruction after consultation with the manufacturer's authorised representative</p> | | |
| 68 | F:..... V:..... T:..... | Item | |
| | <p>As build drawings The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.</p> | | |
| 69 | F:..... V:..... T:..... | Item | |
| | <p>Site instructions Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor</p> | | |
| 70 | F:..... V:..... T:..... | Item | |
| | <p>Labour record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day</p> | | |
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| | | Brought Forward | |
| 71 | <p>F:..... V:..... T:.....</p> <p>Plant record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p> | | R Item |
| 72 | <p>F:..... V:..... T:.....</p> <p>Non cession of monies The contractor shall not cede nor assign his right or claims to any monies due or to become due under this contract</p> | | Item |
| 73 | <p>F:..... V:..... T:.....</p> <p>Occupational health and safety act - section 37(2) The tenderers attention is drawn to be the fact that the Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations 2014 is in force. Copies of the Act are available from the Government Printing Works, 149 Bosman Street, Pretoria (Private Bag x85, Pretoria, 0001, Tel No. (012) 334 4500</p> <p>Tenderers are expected to be fully acquainted with the requirements of the Act.</p> <p>A proforma "Agreement in terms of the Occupational Health and Safety Act - Part C 1.4" is included in these bid documents. Tenderers are advised to study this pro-forma in order to make themselves fully conversant with the requirements and responsibilities of the Act and the Municipality.</p> <p>Tenderers are to provide for the above-mentioned requirements and to allow for all cost implications regarding the above including risk assessment, safety plan and monitoring system for the duration of the contract.</p> | | Item |
| 74 | <p>F:..... V:..... T:.....</p> | | Item |
| | | Carried Forward | R |
| | <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | |

| | Brought Forward | | R |
|----|--|------|----------|
| | <p>Community employment and smme involvement The building and related projects of the Fetakgomo-Greater Tubatse Local Municipality shall be labour intensive and shall promote community employment in the execution of the contract resulting from this tender.</p> <p>Furthermore, it shall contribute to the development of SME's (Small and Medium Enterprises) especially from previously disadvantaged communities</p> <p>Local labour</p> <p>It is an explicit condition of this contract that only persons normally resident in the locality of the works (Local labour) may be employed on the contract. Provided however, that should adequate and appropriate labour not be available within the locality, other labour may be employed., subject to the approval of the Principal Agent and satisfactory proof being provided that every reasonable endeavour has been made, to employ labour from the immediate locality. The contractors shall identify the local community leaders, with the purpose of negotiating with them, regarding the utilisation of local labour in the construction process. In this regard, the Contractor shall furthermore give preference, where possible, to the employment of single heads of households, woman, youth and disabled persons. The Contractor shall in general, maximise the involvement of the local community</p> | | |
| 75 | <p>F:..... V:..... T:.....</p> <p>Specific goal participation Tenderers should note that this project is subject to the maximum utilization of women, youth and disabled and preference will be given as such and also monitored during the construction stage. Details of the tenderers proposals in this regard is to be provided before commencement of the works and data forms to be completed by the contractor</p> | Item | |
| 76 | <p>F:..... V:..... T:.....</p> <p>Labour intensive working methods Tenderers should note that this project is subject to use of labour intensive construction methods, e.g excavations, filing, etc to be done by hand. Details of the tenderers proposals in this regard is to be provided before commencement of the work by the contractor for approval by the Principal Agent</p> | Item | |
| 77 | <p>F:..... V:..... T:.....</p> | Item | |
| | Carried Forward | | R |
| | <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | |

| | Brought Forward | R | |
|----|---|------|------------|
| | Non accredited training Tenderers should note that non accredited training (i.e. on site training is to be provided during the construction period). Details of the tenderer's proposals in this regard is to be provided before commencement of the works by the contractor for approval by the Principal Agent | | |
| 78 | F:..... V:..... T:..... | Item | |
| | Specialised Professional Services | | |
| 79 | Geotech Engineering | Item | 250,000.00 |
| 80 | Land Survey | Item | 65,000.00 |
| | <u>SECTION D: HEALTH AND SAFETY REQUIREMENTS FOR ALL TENDER BILL OF QUANTITIES</u> | | |
| | OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND THE CONSTRUCTION REGULATION, 2014 (refer Section C3.6: H&S Requirements and Procedures) | | |
| 81 | Prepare and compile H&S plan as per site specification Health and safety Specifications (Section C3, Scope of Work), OHS Act & Regulations F:..... V:..... T:..... | Item | |
| 82 | Allow for the preparation and compilation of the site specific health and safety file, and a health and safety working file F:..... V:..... T:..... | Item | |
| 83 | Changes and amendments as may be required for ongoing maintenance of health and safety file, and working file F:..... V:..... T:..... | Item | |
| | PART B-OHS ACT COMPLIANCE-IMPLEMENTATION OF THE HEALTH AND SAFETY | | |
| | Personal Protective Clothing & Equipment | | |
| | Carried Forward | R | |
| | Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| | | Brought Forward | R |
|----|--|------------------------|------|
| 84 | Foot protection (steel toe cap, gum boots, etc) F:..... V:..... T:..... | | Item |
| 85 | Clothing (Overalls Depicting Contractors Company name/identification) F:..... V:..... T:..... | | Item |
| 86 | Glove (leather, PVC, Acid Resistant, etc) F:..... V:..... T:..... | | Item |
| 87 | Head Protection: Hardhats, Colour Coded - Supervisory (Red) Labour (Green) First Aid (Blue) Sun Shields Etc) F:..... V:..... T:..... | | Item |
| 88 | Ear protection (earplugs, earmuffs, etc) F:..... V:..... T:..... | | Item |
| 89 | Eye Protection (Face Shield, Goggles, Spectacles, etc) F:..... V:..... T:..... | | Item |
| 90 | Air (Dust Masks, etc) F:..... V:..... T:..... | | Item |
| 91 | Visibility (luminous high visibility safety vests/ jackets/ bibs/ head gear, etc) F:..... V:..... T:..... | | Item |
| 92 | Fall Risk/ Fall Protection/ Working at Heights This only required when work is 2m or more in height F:..... V:..... T:..... | | Item |
| | | Carried Forward | R |
| | Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| | | Brought Forward | R |
|-----|--|------------------------|------|
| 93 | Harness(double lanyard, retractable, reach, etc) F:..... V:..... T:..... | | Item |
| 94 | Fall Protection and Recovery Plan (and recovery gear) F:..... V:..... T:..... | | Item |
| 95 | Portable ladders (A-frame, extendable, length, material, etc) F:..... V:..... T:..... | | Item |
| 96 | Barricading/ Hoarding (Supply, Install & Removal) | | Item |
| 97 | Construction perimeter (fence, shade netting, corrugated iron, shutter board, Hard Barricade etc) F:..... V:..... T:..... | | Item |
| 98 | Trench and manhole excavations | | Item |
| 99 | Roads and roads reserves - Pre-warning (danger tape, orange “shark” netting, cones, delineators, temporary road signs, etc) F:..... V:..... T:..... | | Item |
| | Health And Safety Control and Training | | |
| 100 | Provide full time competent construction health and safety officer on site to assist in the control of all health and safety aspects on site (CR8(5)) F:..... V:..... T:..... | | Item |
| 101 | Induction training (employees, visitors, sub-contractors, local residence/ home owners) F:..... V:..... T:..... | | Item |
| 102 | Medical Examination | | Item |
| | | Carried Forward | R |
| | Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| | | Brought Forward | R |
|--|--|------------------------|------|
| 103 | Medical treatments F:..... V:..... T:..... | | Item |
| 104 | Entry Medical Examination F:..... V:..... T:..... | | Item |
| 105 | Periodical (if contract more than 12 months) Medical Examination F:..... V:..... T:..... | | Item |
| 106 | Exit Medical Examination F:..... V:..... T:..... | | Item |
| 107 | Signage, Information Display, Awareness | | Item |
| 108 | Construction (firefighting, General information, prohibitory, mandatory, warning, hazchem, photo luminescent, etc) F:..... V:..... T:..... | | Item |
| 109 | Roads (temporary, traffic control, associated with construction work within the road reserve, etc) F:..... V:..... T:..... | | Item |
| 110 | Health and Safety information display board in site office (emergency evacuation flow diagram, emergency contact numbers, electrical, general, etc) F:..... V:..... T:..... | | Item |
| 111 | Construction Vehicle, Mobile Plant and Roads | | Item |
| 112 | Equipment (stop blocs, traffic flags) F:..... V:..... T:..... | | Item |
| | | Carried Forward | R |
| <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | | |

| | | Brought Forward | R |
|--|--|------------------------|------|
| 113 | Rotating/ strobe lights for construction vehicle and mobile plant. F:..... V:..... T:..... | | Item |
| 114 | Facilities (wash bay, fuel bay, service bay) F:..... V:..... T:..... | | Item |
| 115 | Fire Fighting and Emergencies | | Item |
| 116 | Fire fighting equipment (fire extinguishers - dry powder, for all construction vehicle, site vehicle, site office and onsite) F:..... V:..... T:..... | | Item |
| 117 | Alarm signaling device (hooter/ blow horn/ siren/ bell/ whistle etc) F:..... V:..... T:..... | | Item |
| 118 | Emergencies | | Item |
| 119 | First aid treatment box (and refills, stretcher, medical waste drop box, etc) F:..... V:..... T:..... | | Item |
| 120 | Substance abuse testing (breathalyser, etc) F:..... V:..... T:..... | | Item |
| 121 | Facilities | | Item |
| 122 | Ablution (chemical/ mobile) F:..... V:..... T:..... | | Item |
| 123 | Change house and lockers F:..... V:..... T:..... | | Item |
| | | Carried Forward | R |
| <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | | |

| | | Brought Forward | R |
|-----|--|------------------------|------|
| 124 | Shelter eating facility (tables, chairs, potable water) F:..... V:..... T:..... | | Item |
| 125 | Site office/ space for Health& Safety personnel (table, chair) F:..... V:..... T:..... | | Item |
| 126 | Security/ access control point (gate, gate keeper, guard house, etc) F:..... V:..... T:..... | | Item |
| 127 | HCS storage facilities (bund walls, cage, etc) F:..... V:..... T:..... | | Item |
| 128 | HIV AIDS AWARENESS | | Item |
| 129 | Compliance with the requirements of the HIV AND AIDS specification F:..... V:..... T:..... | | Item |
| 130 | F:..... V:..... T:..... | | Item |
| | <u>PART E - OHS ACT COMPLIANCE: IMPLEMENTATION OF THE HEALTH AND SAFETY</u> | | |
| 131 | COVID-19 Related signage and posters | | Item |
| 132 | F:..... V:..... T:..... | | Item |
| 133 | 2 x 3ply cloth masks | | Item |
| 134 | F:..... V:..... T:..... | | Item |
| 135 | Hand sanitizers with 70% alcohol content | | Item |
| 136 | F:..... V:..... T:..... | | Item |
| 137 | Decontamination agents / surface sanitizers | | Item |
| 138 | F:..... V:..... T:..... | | Item |
| | | Carried Forward | R |
| | Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| | | Brought Forward | R |
|---|--|-----------------|------|
| 139 | Surgical Gloves (for security and cleaning team) | | Item |
| 140 | F:..... V:..... T:..... | | Item |
| 141 | Non-contact thermometers | | Item |
| 142 | F:..... V:..... T:..... | | Item |
| <p>SUMMARY OF CATEGORIES Category : Fixed R..... Category : Value R..... Category : Time R.....</p> | | | |
| Carried to Final Summary | | | R |
| <p>Section No. 1 PRELIMINARIES AND GENERAL Bill No. 1 Preliminaries Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | | |

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|-------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No.1</u> | | | |
| | <u>EARTHWORKS (PROVISIONAL)</u> | | | |
| | <u>PREAMBLES</u> | | | |
| | For preambles see "Specification of Material and Method to be used PW371" | | | |
| | <u>SUPPLEMENTARY PREAMBLES</u> | | | |
| | <u>Nature of ground</u> | | | |
| | Use "assumed to be" if no trial holes, soils investigations, etc have been carried out - discuss with engineer. Use "Trial holes indicate that" where the ground has been investigated by means of trial holes. | | | |
| | <u>Carting away of excavated material</u> | | | |
| | Description of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site. | | | |
| | <u>BULK EARTHWORKS</u> | | | |
| | <u>FOUNDATIONS (PROVISIONAL)</u> | | | |
| | <u>BULK EXCAVATIONS FOR PLATFORM</u> | | | |
| | <u>Grabbing and removal of topsoil</u> | | | |
| 1 | Remove topsoil to average depth of 150mm for platform | m2 | 2,088 | |
| 2 | G5 materials for platform and compacted to 95% Mod AASHTO in layers of 150mm | m3 | 2,673 | |
| | <u>EARTHWORKS</u> | | | |
| | Carried Forward | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 1 Earthworks Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|--|---|----|-------|
| <u>FOUNDATIONS (PROVISIONAL)</u> | | | |
| <u>SITE CLEARANCE ETC</u> | | | |
| <u>Site clearance</u> | | | |
| 3 | Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc | m2 | 1,782 |
| <u>Excavate in compacted pickable material as defined not exceeding 2m deep below reduced or filled up ground level, part return, fill in and ram and remainder deposit on site where directed.</u> | | | |
| 4 | Excavate for surface trenches. | m3 | 186 |
| <u>Sundries</u> | | | |
| 5 | Extra over all excavations in compacted pickable material for excavation in soft rock as described. | m3 | 9 |
| 6 | Extra over all excavations in compacted pickable material for excavation in hard rock as described. | m3 | 19 |
| 7 | Extra over all excavations for carting away excavated material as described (Contractor to allow for bulking). | m3 | 238 |
| 8 | Allow for the risk of collapse to sides of excavation from ground level not exceeding 1,5 m deep. | m2 | 465 |
| 9 | Allow for keeping excavations free of water and mud by pumping or bailing. | | Item |
| <u>FILLING, ETC:</u> | | | |
| 10 | Excavated material in backfill, saturated to optimum moisture content and compacted to 95% modified AASHTO into trenches, including haulage not exceeding 100 m from the perimeter of the excavation. | m3 | 265 |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 1 Earthworks Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|--|--|----|-------|
| <u>Imported materials - G5 materials compacted to 95% Mod AASTHTO in layers of 150mm</u> | | | |
| 11 | Under floors, walkways and etc | m3 | 519 |
| <u>Coarse river sand filling supplied by the contractor</u> | | | |
| | 50 mm Thick layer of approved clean sand filling under surface beds. | m2 | 933 |
| 12 | Under footings etc | m3 | 30 |
| <u>Compaction of surfaces</u> | | | |
| 13 | Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASTHTO density | m2 | 1,227 |
| <u>Test</u> | | | |
| <u>Prescribed density tests on filling</u> | | | |
| 14 | "Modified AASTHTO Density" test | No | 20 |
| <u>SOIL POISONING</u> | | | |
| <u>Soil insecticide</u> | | | |
| 15 | Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming | m2 | 1,221 |
| 16 | To bottoms and sides of trenches etc | m2 | 671 |
| Carried Forward to Summary of Section No. 2 | | | R |
| Section No. 2 BUILDING WORKS Bill No. 1 Earthworks Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Item No | Quantity | Rate | Amount |
|--|----------|------|--------|
| <p><u>SECTION NO. 3</u></p> | | | |
| <p><u>BILL No. 2</u></p> | | | |
| <p><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></p> | | | |
| <p>For preambles see "Model Preambles for Trades"</p> | | | |
| <p><u>SUPPLEMENTARY PREAMBLES</u></p> | | | |
| <p>Cost of tests The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor and to the approval of the architect. (Test cubes are measured separately)</p> | | | |
| <p>Formwork Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.</p> | | | |
| <p>Carried Forward</p> | | | |
| <p>Section No. 2 BUILDING WORKS Bill No. 2 Concrete, Formwork and Reinforcement Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | R | |

| Brought Forward | | R |
|---|--|-------|
| Formwork to soffits of (solid) slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described | | |
| Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer 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" | | |
| <u>REINFORCED CONCRETE</u> | | |
| <u>25MPa/19mm concrete</u> | | |
| 1 | Strip footings m3 | 74 |
| 2 | Column bases m3 | 6 |
| 3 | Surface beds m3 | 123 |
| 4 | Roof slabs m3 | 27 |
| 5 | Ring beam m3 | 25 |
| 6 | Columns m3 | 2 |
| <u>TEST CUBES</u> | | |
| 7 | Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional) No | 12 |
| <u>CONCRETE SUNDRIES</u> | | |
| <u>Finishing top surfaces of concrete smooth with a wood float including non-slip brush finish</u> | | |
| 8 | Surface beds, slabs, etc m2 | 1,021 |
| <u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u> | | |
| Carried Forward | | R |
| Section No. 2 BUILDING WORKS Bill No. 2 Concrete, Formwork and Reinforcement Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| Brought Forward | | | R |
|---|--|----|------|
| <u>Smooth formwork to slabs</u> | | | |
| 9 | Soffits of slabs | m2 | 42 |
| 10 | Soffits and sides of irregular slanting wall with total height of 3m | m2 | 31 |
| 11 | Sides of columns | m2 | 20 |
| 12 | Edges, risers, ends and reveals not exceeding 300mm high or wide | m | 162 |
| <u>ROUGH FORMWORK</u> | | | |
| <p><u>NOTE:</u> Unless otherwise stated herein all items in this item shall be deemed to fall into Work Group No.110 for JBCC CPAP purposes.</p> | | | |
| <u>Rough formwork to sides</u> | | | |
| 13 | Edges, risers, ends and reveals not exceeding 300mm high or wide | m | 328 |
| <u>MOVEMENT JOINTS ETC</u> | | | |
| <u>Expansion joints with softboard between vertical concrete and brick surfaces</u> | | | |
| 14 | 10mm Joints not exceeding 300mm high along edges of surface beds | m | 89 |
| <u>Saw cut joints</u> | | | |
| 15 | 50 x 3mm Saw cut joints in top of concrete | m | 45 |
| <u>REINFORCEMENT (PROVISIONAL)</u> | | | |
| <u>Mild steel reinforcement</u> | | | |
| 16 | MS:10mm Diameter bars | t | 6.39 |
| Carried Forward | | | R |
| <p>Section No. 2 BUILDING WORKS Bill No. 2 Concrete, Formwork and Reinforcement Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | | |

| | | Brought Forward | | R |
|---|--|-----------------|----|-------|
| 17 | MS: 12mm Diameter bars | | t | 8.76 |
| | <u>Fabric reinforcement mesh</u> | | | |
| 18 | Type 193 fabric reinforcement in concrete surface beds, slabs, etc | | m2 | 1,021 |
| Carried Forward to Summary of Section No. 2 | | | | |
| Section No. 2 | | | | |
| BUILDING WORKS | | | | |
| Bill No. 2 | | | | |
| Concrete, Formwork and Reinforcement | | | | |
| Prepared By | | | | |
| Akha Architects and Marumo Consulting Engineers JV | | | | |

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
| | <p><u>SECTION NO. 3</u></p> <p><u>BILL No. 3</u></p> <p><u>BUILDINGWORK</u></p> <p><u>MASONRY</u></p> <p>PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371)</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Sizes in descriptions</p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p>Face bricks</p> <p>Bricks shall be ordered timeously to obtain uniformity in size and colour</p> <p>Pointing</p> <p>Descriptions of recessed pointing to fair face brick and face brickwork shall be deemed to include square recessed, hollow recessed, wheathered pointing, etc.</p> <p><u>NOTE:</u> Unless otherwise stated herein all items in this bill shall be deemed to fall into Work Group No.110 for JBCC CPAP purposes.</p> <hr style="border: 0.5px solid black;"/> <p>The contractor will be required to use labour intensive methods for the items which have been marked with the letters LI as described in the Scope of Work</p> <p><u>BRICKWORK IN SUB-STRUCTURE</u></p> | | | |
| | Carried Forward | | R | |
| | <p>Section No. 2 BUILDING WORKS Bill No. 3 Masonry Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | | |

| Brought Forward | | | R |
|---|--|----|-------|
| <u>Brickwork of NFP bricks in class II mortar</u> | | | |
| 1 | NFP Class II mortar: One brick wall | m2 | 232 |
| <u>BRICKWORK IN SUPERSTRUCTURE</u> | | | |
| <u>Brickwork of NFP bricks in class II mortar</u> | | | |
| 2 | NFP Class II mortar:Half brick walls in beamfilling | m2 | 117 |
| 3 | NFP Class II mortar:Half brick walls | m2 | 141 |
| 4 | NFP Class II mortar: One brick wall | m2 | 1,263 |
| <u>BRICKWORK IN PLANTERS</u> | | | |
| <u>Brickwork of NFP bricks in class II mortar</u> | | | |
| 5 | NFP Class II mortar: One brick wall | m2 | 45 |
| <u>Brickwork reinforcement</u> | | | |
| 6 | 75mm Wide reinforcement built in horizontally | m | 416 |
| 7 | 150mm Wide reinforcement built in horizontally | m | 3,420 |
| <u>FACE BRICKWORK</u> | | | |
| <u>External facings in Country classic facebrick or similar approved face bricks (FBX) with a PC Amount of R6,500.00/Thousand bricks delivered to site (excluding VAT) pointed with square recessed horizontal and vertical joints</u> | | | |
| 8 | Extra over ordinary brickwork for facing and pointing in stretcher bond. | m2 | 1,422 |
| 9 | Extra over ordinary brickwork in beamfilling for facing and pointing in stretcher bond | m2 | 117 |
| 10 | Fair raking cutting | m | 44 |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 3 Masonry Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|---|--|----|-----|
| 11 | Face brick-on-edge sills 200mm wide of cut face bricks set sloping and slightly projecting on all exposed surfaces | m | 44 |
| 12 | Face-brick-on edge header course lintel | m | 52 |
| 13 | Face-brick-on roller course | m | 167 |
| <u>SUNDRIES</u> | | | |
| <u>Joint forming material in movement joints</u> | | | |
| 14 | 20mm Bitumen impregnated fibre board in vertically through brick walls | m2 | 47 |
| Carried Forward to Summary of Section No. 2 | | | R |
| Section No. 2 BUILDING WORKS Bill No. 3 Masonry Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|-------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 4</u> | | | |
| | <u>WATERPROOFING</u> | | | |
| | <u>DAMP PROOFING</u> | | | |
| | <u>One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:</u> | | | |
| 1 | On compacted earth under concrete surface beds, lapped 150 mm and sealed at all joints (measured net). | m2 | 1,021 | |
| | <u>One layer 375 micron embossed "Gunplas Brikgrip" polyethylene damp proof course fixed with approved adhesive:</u> | | | |
| 2 | On walls, stepped up in cavities, under cills, etc. | m2 | 142 | |
| | <u>WATERPROOFING TO ROOFS, BASEMENTS, ETC</u> | | | |
| | <u>4mm "Derbigum SP" waterproofing</u> | | | |
| 3 | On tops of beams and slabs | m2 | 225 | |
| | <u>JOINT SEALANTS ETC</u> | | | |
| | <u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u> | | | |
| 4 | 10 x 15mm in expansion joints in floors including raking out expansion joint filler as necessary as 5/30 | m | 38 | |
| | Carried Forward to Summary of Section No. 2 | | | |
| | Section No. 2 BUILDING WORKS Bill No. 4 Waterproofing Prepared By Akha Architects and Marumo Consulting Engineers JV | | | R |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|-------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 5</u> | | | |
| | <u>BUILDINGWORK</u> | | | |
| | <u>ROOF COVERINGS, ETC.</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | <u>NOTES:</u> | | | |
| | Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 124 for Haylett Formula purposes | | | |
| | The Contractor is to submit to the consultant Architect a certificate signed by the Merchant, stating that the galvanized roof covering supplied complies with the required thickness specified All holes through profiled metal sheeting are to be drilled | | | |
| | <u>PROFILED METAL SHEETING AND ACCESORIES</u> | | | |
| | <u>0.6mm "Brownbuilt KLIPOK" steel sheet in single lengths fixed to steel rails and 900mm centres embossed galvanised sheet steel accessories</u> | | | |
| 1 | Roof covering with 30 degrees pitch | m2 | 1,705 | |
| 2 | Ridge capping 550mm girth | m | 128 | |
| | <u>CLOSURES, FLASHINGS, ETC.</u> | | | |
| 3 | 600mm girth valley lining | m | 38 | |
| 4 | 0.6mm sheet metal roof flashing 600mm girth. | m | 195 | |
| | Carried Forward to Summary of Section No. 2 | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 5 Roof Coverings, etc Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|-------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 6</u> | | | |
| | <u>BUILDING WORKS</u> | | | |
| | <u>CARPENTRY AND JOINERY</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | <u>NOTES:</u> Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 124 for Haylett Formula purposes | | | |
| | ROOF TO EXISTING OFFICES | | | |
| | <u>ROOF CONSTRUCTION</u> | | | |
| | <u>Sawn South African Pine - Prefabricated roof trusses</u> | | | |
| 1 | Allowance for complete erection only of the prefabricated roof trusses including all accessories for new work with a pitched roof not exceeding 25Deg area 100m2. | Item | | |
| | <u>Sawn South African Pine eaves closers</u> | | | |
| 2 | 38 x 114 mm Wall plate. | m | 221 | |
| | <u>Sawn Softwood (Grade 4)</u> | | | |
| 3 | 114 x 38 mm Bracing. | m | 386 | |
| 4 | 50 x 76 mm Framing. | m | 1,682 | |
| | <u>Sundries</u> | | | |
| 5 | Hurricane clips | No | 4,262 | |
| | Carried Forward | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 6 Carpentry and Joinery Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|---|--|----|-----|
| <u>FACIAS, BARGE BOARDS, ETC:</u> | | | |
| <u>EAVES AND VERGE LININGS, ETC:</u> | | | |
| 6 | 12 x 225 mm Fibre cement fascia board drilled and brass screwed and including steel jointing strips between lengths. | m | 265 |
| <u>Sundries</u> | | | |
| 7 | Hurricane clips | No | 260 |
| <u>DOORS:</u> | | | |
| <u>Hardwood exterior</u> | | | |
| <u>Wrought meranti doors hung to steel frames</u> | | | |
| 8 | 44mm Framed, ledged and braced batten door, 750mm x 3485mm high of 40 x 110mm top rail and stiles, 20 x 150mm middle ledge and braces and 20 x 225mm bottom ledge and 20 x 110mm braces (LI) | No | 1 |
| 9 | 44mm Framed, ledged and braced batten door, 877mm x 2064mm high of 40 x 110mm top rail and stiles, 20 x 150mm middle ledge and braces and 20 x 225mm bottom ledge and 20 x 110mm braces (LI) | No | 12 |
| 10 | 44mm Framed, ledged and braced batten door, 900mm x 2435mm high of 40 x 110mm top rail and stiles, 20 x 150mm middle ledge and braces and 20 x 225mm bottom ledge and 20 x 110mm braces (LI) | No | 5 |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 6 Carpentry and Joinery Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|------------------------|--|----|-----------|
| 11 | 44mm Framed, ledged and braced batten double door 1500 x 2295mm high with rebated meeting stiles, each leaf of 813mm wide ,40 x 110mm top rail and stiles, 20 x 150mm middle ledge and braces and 20 x 225mm bottom ledge, filled in with 107mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to top rail and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint and provided with 22 x 100mm rebated, splayed and grooved weather board fixed in groove near bottom edge (LI) | No | 2 |
| 12 | 44mm Framed, ledged and braced batten double door 1500 x 2435mm high with rebated meeting stiles, each leaf of 813mm wide ,40 x 110mm top rail and stiles, 20 x 150mm middle ledge and braces and 20 x 225mm bottom ledge, filled in with 107mm tongued and grooved V-jointed one side vertical boarding with tongued and grooved joints to top rail and stiles and with inner edges of framing and abutting edges of boarding chamfered to form V-joint and provided with 22 x 100mm rebated, splayed and grooved weather board fixed in groove near bottom edge (LI) | No | 1 |
| | <u>44mm Semi-solid flush panel doors with 3.2mm prime coated hardboard covering on both sides, hung to steel frames</u> | | |
| 13 | 44mm Door 813 x 2064mm high (LI) | No | 4 |
| | <u>Kitchen Cupboards</u> | | |
| 14 | Provide the sum of R25, 000.00 (Twenty thousands) for Kitchen Cupboards to be used as directed by the principal agent and deducted in whole or in part if not required | | Item |
| | | | 25,000.00 |
| 15 | Allow for profit | | % |
| 16 | Allow for attendance | | % |
| | Carried Forward | | R |
| | Section No. 2 BUILDING WORKS Bill No. 6 Carpentry and Joinery Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

Brought Forward

Reception Worktop

- 17 Provide the sum of R105, 000.00 (One hundred and five thousands) for **Reception Worktop** to be used as directed by the principal agent and deducted in whole or in part if not required
- 18 Allow for profit
- 19 Allow for attendance

| | R | |
|------|---|------------|
| Item | | 105,000.00 |
| | % | |
| | % | |

Carried Forward to Summary of Section No. 2

Section No. 2
 BUILDING WORKS
 Bill No. 6
 Carpentry and Joinery
Prepared By
Akha Architects and Marumo Consulting Engineers JV

R

| Item No | <u>SECTION NO. 3</u> | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
| | <u>BILL No.7</u> | | | |
| | <u>CEILING, PARTITIONS AND ACCESS FLOORING</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | NOTES: Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 124 for Haylett Formula purposes | | | |
| | <u>CEILINGS</u> | | | |
| | <u>INSULATION</u> | | | |
| | <u>"Aerolite" Insulation</u> | | | |
| 1 | 40mm insulation closely fitted and laid on top of steel brandering system | m2 | 439 | |
| | <u>NAILED UP AND SCREW UP CEILINGS</u> | | | |
| | <u>"RHINOBOARD" CEILINGS</u> | | | |
| | <u>6.4mm "Rhino" Fibre cement boards with tape and jointing</u> | | | |
| | <u>Flushplaster Cement Ceiling</u> | | | |
| 2 | Gyproc RhinoBoard 6.4mm fibre cement ceiling boards fixed to steel brandering using Gyproc RhinoBoard sharp point screws 25mm at maximum of 150mm centres complete with Gyproc RhinoLite skim coat plaster. | m2 | 439 | |
| | Carried Forward | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 7 Ceilings, Partitions and Access Flooring and Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | R |
|--|--|-----|
| <u>Flushplaster Cement Ceiling bulkheads</u> | | |
| 3 | 300mm vertical bulkhead Gyproc RhinoBoard 6.4mm fibre cement bulkhead fixed to steel brander using Gyproc RhinoBoard sharp point screws 25mm at maximum of 150mm centres complete with Gyproc RhinoLite skim coat plaster. | 203 |
| 4 | 150mm horizontal bulkhead Gyproc RhinoBoard 6.4mm fibre cement bulkhead fixed to steel brander using Gyproc RhinoBoard sharp point screws 25mm at maximum of 150mm centres complete with Gyproc RhinoLite skim coat plaster. | 24 |
| 5 | 330mm horizontal bulkhead Gyproc RhinoBoard 6.4mm fibre cement bulkhead fixed to steel brander using Gyproc RhinoBoard sharp point screws 25mm at maximum of 150mm centres complete with Gyproc RhinoLite skim coat plaster. | 12 |
| 6 | 485mm horizontal bulkhead Gyproc RhinoBoard 6.4mm fibre cement bulkhead fixed to steel brander using Gyproc RhinoBoard sharp point screws 25mm at maximum of 150mm centres complete with Gyproc RhinoLite skim coat plaster. | 16 |
| <u>Sundries</u> | | |
| <u>Cornices</u> | | |
| 7 | 15mm x 15mm Shadow Gap Plasterboard trim cornice by "Donn Products" or similar approved | 359 |
| 8 | Extra over gypsum plasterboard ceiling for hinged pressed trap door size 600 x 600mm including all necessary trimmers, ironmongery, etc | 7 |
| <u>DROPIN CEILINGS</u> | | |
| Carried Forward | | R |
| Section No. 2 BUILDING WORKS Bill No. 7 Ceilings, Partitions and Access Flooring and Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

Brought Forward

R

Acoustic "ceiling panels" drop-in ceilings complete the hanging frame and strips

| | | | |
|---|--|----|-----|
| 9 | 600 x 600 x 15mm Thick Rhinoboard "Constellation Square Edge Prepainted White Acoustic mineral Fibre Ceiling" panels or equal and other approved with Fissured Pattern on CKM T38/15 15x38mm pre-painted white exposed tee grid suspension system including main and cross tees, necessary hangers, grids, hold-down clips and wedges, etc | m2 | 453 |
|---|--|----|-----|

Plaster trim

| | | | |
|----|--|---|-----|
| 10 | CKM W20/20 or LSM 25 Shadow line or similar approved | m | 193 |
|----|--|---|-----|

Plywood timber slats ceilings

Varnished timber Ceiling

| | | | |
|----|-----------------------|----|----|
| 11 | Timber slats ceilings | m2 | 62 |
|----|-----------------------|----|----|

Timber slats upstands

| | | | |
|----|----------------------------|---|----|
| 12 | 150mm plywood timber slats | m | 37 |
|----|----------------------------|---|----|

Carried Forward to Summary of Section No. 2

R

Section No. 2
 BUILDING WORKS
 Bill No. 7
 Ceilings, Partitions and Access Flooring and
Prepared By
Akha Architects and Marumo Consulting Engineers JV

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 8</u> | | | |
| | <u>IRONMONGERY</u> | | | |
| | NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill | | | |
| | NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 132 for Haylett Formula purposes | | | |
| | NOTE : Where ironmongery is referred to by a trade name or catalogue number, it may be replaced by another product of equal quality with the prior approval of the Representative/Agent | | | |
| | NOTE : Where ironmongery is described as plugged, prices are to include for screwing to and including approved patent plugs in concrete or brickwork with plaster or tiled finish ----- | | | |
| | <u>THE FOLLOWING IRONMONGERY FIXED TO DOORS, ETC</u> | | | |
| | <u>Locks, Bolts and latches</u> | | | |
| 1 | 75mm Four lever security lockset with satin chrome handles | No | 20 | |
| 2 | WC mortice indicator bolt in satin chrome finish surface mounted - Dorma code: DMWC-SS-008 | No | 4 | |
| 3 | WC Deadlock Stainless Steel - Dorma code: DMWC-SS-008 | No | 4 | |
| 4 | Dorma 43mm five pin Euro-profile single cylinder (satin nickel) | No | 4 | |
| 5 | Dorma Round cylinder escutcheon (stainless steel) pair | No | 4 | |
| | Carried Forward | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 8 Ironmongery Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | R |
|---|--|-------|
| 6 | Dorma 170x75x1,2mm blank push plate - brushed stainless steel | No 4 |
| 7 | Dorma DPH301 Pull handle on 170x75x1,2mm plate with no cut out | No 4 |
| 8 | Dorma 325x25mm straight Tubular pull handle flange fixing - stainless steel | No 4 |
| <u>SUNDRIES</u> | | |
| 9 | Dorma floor mounted door stop (Nickel Plated) floor code: DDS-NP-018 | No 26 |
| 10 | Franke Stratos STRX 672E or similar approved 1,2/1,5mm thick Grade 304 18/10 satin stainless steel recessed toilet roll holders (Code: 359721) size 304 x 156 x 140,7mm deep for 2 rolls maximum 108mm diameter with spindle system and cylinder lock with standard Franke key, plugged and screwed to the wall with stainless steel screws. | No 10 |
| 11 | Franke Stratos STRX 607 or similar approved 1,2/1,5mm thick Grade 304 18/10 satin stainless steel waste disposal bins (Code: 359731) size 396 x 270 x 520mm high, capacity of 45Litres and cylinder lock with standard Franke key, plugged and screwed to the wall with stainless steel screws. | No 6 |
| 12 | Franke Chronos CHRX 670 2,0mm thick Grade 304 18/10 satin stainless steel jumbo toilet roll holders (Code: 359807) size 320 x 130 x 320mm deep with refill indicator and cylinder lock with standard Franke key, plugged and screwed to the wall with stainless steel screws. | No 6 |
| Carried Forward | | R |
| Section No. 2 BUILDING WORKS Bill No. 8 Ironmongery Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| Brought Forward | | | R |
|---|---|----|----|
| 13 | Franke Stratos STRX 618E or similar approved 1,2/1,5mm thick Grade 304 18/10 satin stainless steel recessed soap dispensers (Code: 359706) size 128 x 147 x 632mm deep with a replaceable and refillable 1 litre container and cylinder lock with standard Franke key, plugged and screwed to the wall with stainless steel screws. | No | 6 |
| 14 | Dorma hat hook with rubber buffer - stainless steel | No | 10 |
| <u>BARREL BOLTS, ETC:</u> | | | |
| 15 | Barrel bolt with keep let into concrete | No | 8 |
| <u>LETTERS, NAMEPLATES, ETC</u> | | | |
| <u>"DORMA Hardware"</u> | | | |
| 16 | Female symbol code: DSS-131-F | No | 3 |
| 17 | Male symbol code: DSS-130-M | No | 3 |
| 18 | Dorma 150x150mm disabled persons sign (stainless steel) code: DSS-133P | No | 2 |
| <u>"DORMA Hardware"</u> | | | |
| 19 | Dorma Door width staniless steel kickplate to the bottom of doors: code DKP-SS-200 | No | 2 |
| 20 | Dorma TS73V EN 2-4 regular Arm Delayed action door closer: code TS73V DC | No | 2 |
| <u>"Fire Safety Signage"</u> | | | |
| 21 | 190 x 190mm ABS plastic symbol safety sign Type: FB2 plugged and screwed to walls. | No | 6 |
| <u>PINNING BOARDS, ETC</u> | | | |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 8 Ironmongery Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | R |
|---|---|------|
| <u>Carpet pinning boards</u> | | |
| 22 | 1500 x 1200mm high pinning board including aluminium frame, pen tray and fixing components, with round plastic corners, fitted according to manufacturer 's instructions | No 2 |
| <u>White boards</u> | | |
| 23 | 2400 x 1200mm high Marker board surface including integrated pen tray and fixing components, fitted according to manufacturer 's instructions | No 2 |
| <u>MEDICAL CABINET, ETC</u> | | |
| <u>PREFABRICATED CABINET</u> | | |
| 24 | 380 x 610mm high Standard white built in type complete with signage including fixing components, fitted according to manufacturer 's instructions | No 1 |
| <u>WINDOW BLINDS, ETC</u> | | |
| <u>ALUMINIUM WINDOW BLINDS</u> | | |
| 25 | 1 200 x 2 040mm high (W04) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 26 | 1 394 x 1 360mm high (W07) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 27 | 2 800 x 1 360mm high (W09) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| Carried Forward | | R |
| Section No. 2 BUILDING WORKS Bill No. 8 Ironmongery Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| Brought Forward | | R |
|---|---|------|
| 28 | 3 980 x 1 700mm high (W15) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 29 | 4 515 x 2 040mm high (W16) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 30 | 5 400 x 2 040mm high (W17) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 31 | 5 760 x 2 380mm high (W18) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 32 | 7 520 x 2 040mm high (W19) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 33 | 7 900 x 2 380mm high (W20) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| Carried Forward | | R |
| Section No. 2 BUILDING WORKS Bill No. 8 Ironmongery Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| Brought Forward | | R |
|---|--|------|
| 34 | 11 515 x 2 380mm high (W21) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 35 | 13 850 x 2 380mm high (W22) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 36 | 14 775 x 2 380mm high (W23) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| 37 | 2 080 x 1 190mm high (WG02) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 2 |
| 38 | 2 700 x 1 190mm high (WG03) Windovert or similar approved aluminium venetian blind with 25 x 0.21mm thick slats including 25 x 25mm high matching aluminium powder coated top and bottom tracks with stainless steel separator pins, cordlock and roller pins, blinds to be fitted inside the reveal to lintel | No 1 |
| Carried Forward to Summary of Section No. 2 | | R |
| Section No. 2 | | |
| BUILDING WORKS | | |
| Bill No. 8 | | |
| Ironmongery | | |
| Prepared By | | |
| Akha Architects and Marumo Consulting Engineers JV | | |

| Item No | | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
| | <u>SECTION NO. 3</u> | | | | |
| | <u>BILL No. 9</u> | | | | |
| | <u>STRUCTURAL STEELWORK</u> | | | | |
| | <u>STEELWORK TO COLUMNS, BEAMS, TRUSSES AND PURLINS</u> | | | | |
| | <u>HOT AND COLD FORMED STEEL MEMBERS</u> | | | | |
| 1 | 70 x 70 x 8 Equal Leg Angle section in rafters | t | 4.67 | | |
| 2 | 60 x 60 x 4 Equal Leg Angle section in webs and kingposts | t | 4.09 | | |
| 3 | 50 x 50 x 5 Equal Leg Angle section in rafters and tiebeams | t | 5.86 | | |
| 4 | 45 x 45 x 4 Equal Leg Angle section in webs | t | 0.50 | | |
| 5 | 100 x 50 x 20 x 2.0mm CFLC in purlins | t | 3.28 | | |
| 6 | Cross Bracing 102 x 5.0 CHS | t | 1.20 | | |
| 7 | Angle Sag Rods 40 x 40 x 3 | t | 0.90 | | |
| | Carried Forward to Summary of Section No. 2 | | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 9 Structural Steelwork Prepared By Akha Architects and Marumo Consulting Engineers JV | | | | |

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 10</u> | | | |
| | <u>BUILDINGWORK</u> | | | |
| | <u>METALWORK</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | NOTES: | | | |
| | Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 136 for Haylett Formula purposes. | | | |
| | Expansion bolts shall be fixed in accordance with the Manufacturer's instructions and prices are to include for drilling mortice for sockets in brickwork or concrete for same | | | |
| | <u>ALUMINIUM DOOR FRAMES</u> | | | |
| | <u>Aluminium door frames with black anodised coating, and safety glazing as per SANS standards.</u> | | | |
| 1 | Aluminium purpose made door complete with frame and safety glass including ironmongery fittings size 1000 x 2295mm high with a top closed window 1000 x 510mm high | No | 2 | |
| 2 | Aluminium purpose made double door complete with frame and safety glass including ironmongery fittings size 1500 x 2295mm high | No | 1 | |
| 3 | Aluminium purpose made door complete with frame and safety glass including ironmongery fittings size 1600 x 2295mm high with a top closed window 1600 x 510mm high | No | 1 | |
| | Carried Forward | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 10 Metalwork Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| | Brought Forward | | | | R |
|----|--|----|----|--|---|
| 4 | Aluminium purpose made door complete with frame and safety glass including ironmongery fittings size 1800 x 2125mm high with a top closed window 1800 x 510mm high | No | 2 | | |
| 5 | Aluminium purpose made door complete with frame and safety glass including ironmongery fittings size 1940 x 2295mm high with a top closed window 1940 x 510mm high | No | 1 | | |
| 6 | Aluminium purpose made door complete with frame and safety glass including ironmongery fittings size 2000 x 2295mm high with a top closed window 2000 x 510mm high and 2x side lights 1000 x 2805 with top windows | No | 1 | | |
| 7 | Aluminium purpose made door complete with frame and safety glass including ironmongery fittings size 2000 x 2295mm high with a top closed window 2000 x 510mm high and 2x side lights 1100 x 2805 with top windows | No | 1 | | |
| | <u>ALUMINIUM WINDOW FRAMES</u> | | | | |
| | <u>Aluminium windows with black anodised coating, and safety glazing as per SANS standards.</u> | | | | |
| 8 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 650 x 935mm high | No | 10 | | |
| 9 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 1500 x 535mm high | No | 1 | | |
| 10 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 2600 x 595mm high | No | 3 | | |
| 11 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 2080 x 1190mm high | No | 2 | | |
| | Carried Forward | | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 10 Metalwork Prepared By Akha Architects and Marumo Consulting Engineers JV | | | | |

| Brought Forward | | R |
|--|---|------|
| 12 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 2700 x 1190mm high | No 1 |
| 13 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 1200 x 2040mm high | No 1 |
| 14 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 1685 x 1700mm high | No 1 |
| 15 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 1694 x 1700mm high | No 1 |
| 16 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 2400 x 1360mm high | No 1 |
| 17 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 4776 x 765mm high | No 2 |
| 18 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 2800 x 1360mm high | No 1 |
| 19 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 1800 x 2380mm high | No 1 |
| 20 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 1940 x 2380mm high | No 1 |
| Carried Forward | | R |
| Section No. 2 BUILDING WORKS Bill No. 10 Metalwork Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| | Brought Forward | | | | R |
|----|---|----|---|--|---|
| 21 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 1995 x 2380mm high | No | 1 | | |
| 22 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 10 660 x 510mm high | No | 1 | | |
| | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 2710 x 2380mm high | No | 1 | | |
| | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 3980 x 1700mm high | No | 1 | | |
| 23 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 4515 x 2040mm high | No | 1 | | |
| 24 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 5400 x 2040mm high | No | 1 | | |
| 25 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 5760 x 2380mm high | No | 1 | | |
| | Aluminium purpose made window complete with frame and safety glass with holes for communication purposes including ironmongery fittings size 7520 x 2040mm high | No | 1 | | |
| 26 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 7900 x 2380mm high | No | 1 | | |
| | Carried Forward | | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 10 Metalwork Prepared By Akha Architects and Marumo Consulting Engineers JV | | | | |

| Brought Forward | | R |
|--|--|------|
| 27 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 11515 x 2380mm high | No 1 |
| 28 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 13850 x 2380mm high | No 1 |
| | Aluminium purpose made window complete with frame and safety glass with holes for communication purposes including ironmongery fittings size 14775 x 2380mm high | No 1 |
| 29 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 970 x 595mm high | No 2 |
| 30 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 4000 x 595mm high | No 1 |
| 31 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 4776 x 595mm high | No 2 |
| 32 | Aluminium purpose made window complete with frame and safety glass including ironmongery fittings with openings as per design size 9085 x 850mm high | No 1 |
| | <u>Sundries</u> | |
| | Aluminium purpose made louvre size 805 x 1020mm high | No 4 |
| | <u>HANDRAIL AND BALUSTRADES, ETC.</u> | |
| Carried Forward | | R |
| Section No. 2 BUILDING WORKS Bill No. 10 Metalwork Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| Brought Forward | | R |
|--|--|----|
| <u>Mild Steel</u> | | |
| 33 | Handrail to stairs and ramp with 16mm dia. bars horizontal for support screwed to side of planter at angle. | 58 |
| <u>WELDED SCREENS, GATES, ETC.</u> | | |
| 34 | Security door to suit 813 x 2 125mm single door and frame comprised of 50 x 50 x 3mm hollow square section frame and 10 x 10mm hollow square section diagonal at an angle of 45Deg and 100mm centres with a pair of suitable hinges welded to frame and with padlock all in and including outer frame of 50 x 50 x 3mm hollow square section welded frame bolted | 4 |
| <u>STEEL DOOR FRAMES</u> | | |
| <u>1,2 mm Thick double rebate door lining suitable for halfbrick wall for:</u> | | |
| 35 | Door size 877 x 2032 mm high | 12 |
| <u>1,2 mm Thick double rebate door lining suitable for one brick wall for:</u> | | |
| 36 | Door size 742 x 2064 mm high | 4 |
| 37 | Door size 750 x 3485 mm high | 1 |
| 38 | Door size 900 x 2032 mm high | 6 |
| 39 | Door size 1000 x 2032 mm high | 1 |
| 40 | Door size 1800 x 2032 mm high | 4 |
| <u>STRONG ROOM DOOR</u> | | |
| <u>Mutual Record room door. Opening 180 Deg. thickness 120mm, outer plate 6mm, weight 230Kg</u> | | |
| 41 | Strong/Record room ref: MRRD | 1 |
| Carried Forward | | R |
| Section No. 2 BUILDING WORKS Bill No. 10 Metalwork Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

Brought Forward

STEEL LOCKERS

- 42 Provide the sum of R25, 000.00 (Twenty-five thousands) for 2xNo: **Steel cellphone lockers - metal 15 compartment 73 x 30 x 57cm Cell-lock grey-ivory** to be used as directed by the principal agent and deducted in whole or in part if not required
- 43 Allow for profit
- 44 Allow for attendance

| | R | |
|------|---|-----------|
| Item | | 25,000.00 |
| | % | |
| | % | |
| | | |
| | | |

Carried Forward to Summary of Section No. 2

Section No. 2
 BUILDING WORKS
 Bill No. 10
 Metalwork
Prepared By
Akha Architects and Marumo Consulting Engineers JV

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|-------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 11</u> | | | |
| | <u>BUILDING WORK</u> | | | |
| | <u>PLASTERING</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | <u>NOTES:</u> Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 148 for Haylett Formula purposes | | | |
| | <u>4:1 cement/sand plaster minimum 15mm thick</u> | | | |
| 1 | On screeds to receive tiles | m2 | 1,021 | |
| 2 | On walls internally | m2 | 1,995 | |
| | Carried Forward to Summary of Section No. 2 | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 11 Plastering Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 12</u> | | | |
| | <u>BUILDING WORK</u> | | | |
| | <u>TILING</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | NOTES: Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 144 for Haylett Formula purposes | | | |
| | <u>PORCELAIN TILES</u> | | | |
| | <u>600 x 600 x 10mm approved Porcelain floor tiles</u> | | | |
| 1 | Porcelain floor tiles bedded in 3.1 cement grout and bonding liquid to a true and smooth surface with joints not exceeding 8mm | m2 | 842 | |
| | <u>600 x 300 x 12mm glazed porcelain tiles (colour Dark Grey).</u> | | | |
| 2 | Dark grey glazed porcelain tiles to walls bedded in 3.1 cement bonding liquid to a true and smooth surface with joints not exceeding 8mm | m2 | 109 | |
| | <u>Sundries</u> | | | |
| | <u>SKIRTING</u> | | | |
| 3 | Skirting 100mm high of cut tiles | m | 335 | |
| | <u>CERAMIC TILES</u> | | | |
| | Carried Forward | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 12 Tiling Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | R |
|---|--|-----|
| <u>300 x 300 x 10.5mm approved slip free ceramic floor tiles</u> | | |
| 4 | Ceramic floor tiles bedded in 3.1 cement to a true and smooth surface with joints not exceeding 8mm. All joints shall be rubbed in solid neat white cement grout | 88 |
| | m2 | |
| <u>Sundries</u> | | |
| <u>SKIRTING</u> | | |
| 5 | Skirting 100mm high of cut tiles. | 168 |
| | m | |
| 6 | Genesis interior aluminium straight transition strip in matt finish size 17 x 10mm (Code: TAG106.81) | 20 |
| | m | |
| Carried Forward to Summary of Section No. 2 | | R |
| Section No. 2 | | |
| BUILDING WORKS | | |
| Bill No. 12 | | |
| Tiling | | |
| Prepared By | | |
| Akha Architects and Marumo Consulting Engineers JV | | |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL NO. 13</u> | | | |
| | <u>BUILDINGWORK</u> | | | |
| | <u>PLUMBING AND DRAINAGE</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | <u>NOTES:</u> Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 148 for Haylett Formula purposes (PROVISIONAL) | | | |
| | <u>Rainwater goods</u> | | | |
| | <u>RAINWATER DISPOSAL</u> | | | |
| | <u>0,8 mm Galvanized sheet iron rainwater goods:</u> | | | |
| 1 | 100 x 150 x 100 mm VHV galvanized sheet iron concealed eaves gutter fixed to falls on splay rebated roof trusses. | m | 167 | |
| 2 | 75 mm Diameter galvanized sheet iron seamless rainwater downpipe fixed to walls on alloy brackets at not exceeding 1500 mm centres. | m | 45 | |
| | <u>Extra over eaves gutter for:</u> | | | |
| 3 | Outlet with 75 mm diameter nozzle and domical galvanized iron grating. | No | 16 | |
| | <u>Extra over downpipe for:</u> | | | |
| 4 | Shoe. | No | 16 | |
| | Carried Forward | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 13 Plumbing & Drainage Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|--|---|----|----|
| 5 | 600 mm Projecting eaves offset. | No | 16 |
| <u>Mild steel rainwater goods:</u> | | | |
| 6 | 75mm diameter mild steel rainwater downpipe cast in concrete | m | 4 |
| <u>"Fullbore" or other approved outlets</u> | | | |
| 7 | 100mm Diameter vertical outlet type including joint to 75mm diameter mild steel rainwater downpipe (elsewhere measured) including casting in position into slab. | No | 4 |
| <u>WATER STORAGE TANK</u> | | | |
| 8 | 5000L (1800mm dia, 2040m high) Water storage tank with black internal lining with cover and lid on a 340mm high brick base with compacted fill base and concrete 85mm with mesh reinforcement. | No | 2 |
| <u>Sanitary Fittings, Tanks, Geysers, Etc</u> | | | |
| 9 | (WC1) Vaal potteries vitreous china "Parktown" 90° outlet wash down pan, (code 750 100) with "P" or "S" trap, 9Litre white vitreous china duct type cistern complete with lid, fitments, matching extended flush pipe, push button flushing mechanism suitable for 110mm wall including any necessary sleeves and heavy duty white timber double flap toilet seat | No | 7 |
| 10 | (WC2) Vaal potteries vitreous china "Orhid Paraplegic" 90° outlet open rim back inlet pan, (Code 439016) with "P" or "S" trap, 9Litre low-level vitreous china cistern including purpose made chromium plated side flush lever complete with valveless symphonic fitting ball valve and matching flush pipe and heavy duty white timber double flap toilet seat | No | 2 |
| 11 | Complete set of aluminium paraplegic grab rails to be fitted on the wall | No | 2 |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 13 Plumbing & Drainage Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|--|--|----|----|
| 12 | Vaal Sanitaryware "Iceberg" 420 x 420mm white vitreous china oval drop-in vanity hand basin (Code:7034) fitted into opening in granite vanity top (elsewhere specified) and sealed with silicone sealant where basin rim meets vanity top complete with and including one chromium plated wall mounted push on demand tap, one tap hole plug, waste, plug and chain | No | 4 |
| 13 | Vaal Sanitaryware "Hibiscus" 510 x 405mm White vitreous china paraplegic wash hand basin (Code: 7023) complete with and including two chromium plated elbow action taps, waste union, plug and chain and concealed brackets. | No | 2 |
| 14 | Whyte House Vandal Resistant Urinal or 610 x 385mm White vitreous china flatback wall urinal (code: 705326) with top flush entry complete with and including concealed wall hangers, 4.5litre cistern with back inlet and PC push button, chromium plated waste outlet and grating, and with a 15mm chromium plated push button stopcock flushing system with matching extended chromium plated flush pipe with spreaders or any similar approved. | No | 2 |
| 15 | 20mm 'Castle Watertech' No. FJ6.000 exposed model chromium plated 'Flushmaster Junior' urinal valve, with integral ballostop and wall plate including FJT5.4 chromium plated connecting pipe and spray rose | No | 2 |
| 16 | 'Citimetal Quinline' QLX/QLL 611 SEB grade 304(19/0) 1mm thick stainless steel inset sink, size 900 x 500mm fixed to Rustenburg granite countertop on cupboard to suit the inset | No | 4 |
| <u>Traps, etc including joints to steel pipe and/or fittings unless otherwise described:</u> | | | |
| 17 | 32-40mm Chromium plated bottle trap. | No | 11 |
| 18 | 32-40mm Flexitrap or other approved butyl rubber deep seal P or S trap | No | 2 |
| 19 | 40 x 40mm 'Flexitrap' No. WTO12 flexible rubber combination trap complete with clips | No | 2 |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 13 Plumbing & Drainage Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|--|--|----|----|
| <u>Taps, Valves, etc, including joints to steel pipes and/or fittings unless otherwise described:</u> | | | |
| 20 | 15mm Copper service pipe 350mm girth. | No | 32 |
| 21 | 22mm Brass stopcock. | No | 7 |
| 22 | 15mm Chromium plated "Ballostop" or other approved stopcock. | No | 32 |
| 23 | Cobra Watertech Noka or similar approved 15mm chrome plated deck mounted sink mixer with overarm swivel outlet and adjustable flanges (Code: NA-970). | No | 3 |
| 24 | Cobra Watertech or similar approved 50mm chrome plated valve in brickwall chamber complete with steel lid. | No | 2 |
| 25 | Cobra Watertech or similar approved 75mm chrome plated valve in brickwall chamber complete with steel lid. | No | 2 |
| 26 | Cobra Watertech or similar approved 50mm chrome plated valve including all fittings | No | 2 |
| 27 | Cobra Watertech or similar approved 75mm chrome plated valve including all fittings | No | 2 |
| <u>Solar Gyser complete with all necessary fittings:</u> | | | |
| 28 | 100L Low pressure Solar Geyser | No | 1 |
| 29 | Kwikot or similar approved 'Hydroboil' 5 litre Stainless Steel KwikBoil water boiler (Code: KWIKBOIL - 5-S/S), size 275 x 165 x 365mm high with stainless steel tank, steam free boiling water, electronic controls, 15mm overflow, connected to 15mm cold water supply including isolating valve, vertical wall mounted water boiler with heating elements, drain accessories, including hangers, brackets, bolts, etc. | No | 3 |
| <u>SANITARY PLUMBING:</u> | | | |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 13 Plumbing & Drainage Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|--|--|----|----|
| <u>uPVC pipes and fittings:</u> | | | |
| 30 | 50mm Pipe fixed in walls, ceilings, roofs, floors, etc. | m | 60 |
| 31 | 50mm Pipe fixed in trenches including excavations, backfilling, etc. | m | 10 |
| 32 | 110mm Pipe fixed in trenches, including excavations, backfilling, etc. | m | 16 |
| <u>Extra over uPVC pipes for fittings:</u> | | | |
| 33 | 50mm Bend. | No | 14 |
| 34 | 50mm Access bend. | No | 4 |
| 35 | 50mm Junction. | No | 3 |
| 36 | 50mm Access junction. | No | 2 |
| 37 | 50 x 110mm reducing junction with inspection eye | No | 4 |
| 38 | 110mm Reducer. | No | 2 |
| 39 | 110mm Bend. | No | 4 |
| 40 | 110mm rodding eye | No | 6 |
| 41 | 110mm junction with inspection eye | No | 2 |
| 42 | 110mm Pan connector. | No | 7 |
| 43 | 110mm Access bend with anti-syphon horn. | No | 5 |
| 44 | Two way PVC vent valve suitable for 50mm pipe. | No | 5 |
| 45 | 110mm PVC gulley trap complete | No | 1 |
| <u>WATER SUPPLY:</u> | | | |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 13 Plumbing & Drainage Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|--|---|----|-----|
| <u>Class O thin wall hard drawn copper pipes and fittings with capillary soldered type connections:</u> | | | |
| 46 | 15mm Pipes fixed in walls, ceilings, roofs, floors, etc. | m | 57 |
| 47 | 22mm Pipes fixed in walls, ceilings, roofs, floors, etc. | m | 78 |
| <u>Extra over class O copper pipes for soldered capillary fittings:</u> | | | |
| 48 | 15mm Fittings. | No | 32 |
| 49 | 22mm Fittings. | No | 24 |
| <u>HDPE pressure pipe class 9</u> | | | |
| 50 | 50mm pipes laid in and including trenches not exceeding 1m deep | m | 70 |
| 51 | 75mm pipes laid in and including trenches not exceeding 1m deep | m | 315 |
| <u>Extra over for HDPE pressure pipes for "plasson" fittings</u> | | | |
| 52 | 50mm elbow connector | No | 7 |
| 53 | 75mm elbow connector | No | 3 |
| 54 | 75mm tee connector | No | 2 |
| 55 | 75mm galvanised adaptor | No | 4 |
| <u>HDPE pressure pipe class 12</u> | | | |
| 56 | 25mm pipes laid in and including trenches not exceeding 1m deep | m | 55 |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 13 Plumbing & Drainage Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | | R |
|---|--|----|----|
| <u>Extra over for HDPE pressure pipes for "plasson" fittings</u> | | | |
| 57 | 25mm tee connector | No | 3 |
| 58 | 25mm elbow connector | No | 3 |
| 59 | 25mm galvanised adaptor | No | 4 |
| 60 | 20mm complete galvanised stand pipe complete with brass tap | No | 1 |
| <u>Fire appliances etc</u> | | | |
| 61 | Fire hose reel complete with 30m rubber hose, chromium plated stopcock, shut-off nozzle and wall bracket. | No | 4 |
| 62 | 4,5kg DCP dry powder portable fire extinguisher on and including wrought meranti backboard size 520 x 100 x 22mm thick plugged and screwed to wall and finished with two coats of polyurethane varnish, including 120 x 20 x 2mm mild steel strip bent to form hook. | No | 12 |
| <u>WATER SUPPLIES TO FIRE APPLIANCES:</u> | | | |
| <u>Galvanised steel pipes:</u> | | | |
| 63 | 25mm Pipes. | m | 22 |
| <u>Extra over galvanised steel pipes for steel fittings:</u> | | | |
| 64 | 25mm Fittings. | No | 8 |
| <u>BUILDER'S WORK, INCLUDING ALL MAKING GOOD:</u> | | | |
| <u>PAINTING:</u> | | | |
| Carried Forward | | | R |
| Section No. 2 BUILDING WORKS Bill No. 13 Plumbing & Drainage Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

Brought Forward

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Prepare and apply one coat sealer and two coats acrylic emulsion paint:

| | | | |
|----|---|---|----|
| 65 | On uPVC pipe not exceeding 300mm girth. | m | 43 |
| 66 | On galvanised pipe not exceeding 300mm girth. | m | 22 |

TESTING

| | | | |
|----|---------------------------|--|------|
| 67 | Testing water pipe system | | Item |
|----|---------------------------|--|------|

Carried Forward to Summary of Section No. 2

R

Section No. 2
 BUILDING WORKS
 Bill No. 13
 Plumbing & Drainage
Prepared By
Akha Architects and Marumo Consulting Engineers JV

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 14</u> | | | |
| | <u>BUILDINGWORK</u> | | | |
| | <u>GLAZING</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | <u>NOTE:</u> Unless otherwise stated herein all items in this bill shall be deemed to fall into Work Group No.110 for JBCC CPAP purposes. | | | |
| | <hr/> | | | |
| | <u>GLAZING TO STEEL</u> | | | |
| 1 | 4mm clear float glass in panes exceeding 0,1m2 and not exceeding 0,5m2 to steel window frames | m2 | 21 | |
| 2 | 4mm Obscured glass in squares exceeding 0,1 and not exceeding 0,5m2 in area | m2 | 2 | |
| | <u>MIRRORS</u> | | | |
| 3 | Provide 600 high x 900mm wide x 6mm thick bevelled edge mirror, or other equal approved pre-drilled and fixed with 4 Chromium plated mirror screws with top of mirror at 1800mm height. | No | 8 | |
| | Carried Forward to Summary of Section No. 2 | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 14 Glazing Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|-------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 15</u> | | | |
| | <u>BUILDING WORK</u> | | | |
| | <u>PAINTING</u> | | | |
| | PREAMBLES: (For preambles refer to "Specification of Materials and Methods to be used" PW 371) | | | |
| | NOTES: Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 148 for Haylett Formula purposes | | | |
| | <u>Paint to walls</u> | | | |
| 1 | Paint one coat alkaline resistant undercoat primer, one universal undercoat and two coats "Plascon" Professional Superior Low Sheen (PEM 1000) paint or Dulux Luxurious Silk (D22) acrylic paint. | m2 | 1,995 | |
| 2 | Paint one coat alkaline resistant undercoat primer, one universal undercoat and two coats "Plascon" Professional Superior Low Sheen (PEM 1000) paint or Dulux Weatherguard Ultrasmooth adhesion promoted (D62) acrylic paint. | m2 | 1,335 | |
| | <u>Paint to soffits of concrete</u> | | | |
| 3 | Paint one coat alkaline resistant undercoat primer, one universal undercoat and two coats "Plascon" Professional Superior Low Sheen (PEM 1000) paint or Dulux Luxurious Silk (D22) acrylic paint. | m2 | 132 | |
| | Carried Forward | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 15 Painting Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | R |
|---|---|-----|
| <u>Paint to Metal</u> | | |
| 4 | Spot priming defects in pre-primed surfaces with zinc chromate primer and apply one coat and two coats high gloss enamel paint on steel | 16 |
| <u>PAINT ON WOOD:</u> | | |
| <u>Paint to Wood</u> | | |
| 5 | 3 coats polyurethane varnish matt finish | 53 |
| <u>Prepare, stop and apply two coat polyurethane clear eggshell varnish, lightly sanded down</u> | | |
| 6 | General door surfaces | 33 |
| <u>Paint to Fibre Cement Ceiling</u> | | |
| 7 | 1 coat bonding liquid, 1 coat universal undercoat, 2 coats super acrylic pva colour as per Architect. | 211 |
| <u>WOOD PRESERVATIVE</u> | | |
| 8 | "Carbolinium" two coats wood preservative applied on sawn and wrot timbers berore fixing | 35 |
| Carried Forward to Summary of Section No. 2 | | R |
| Section No. 2 | | |
| BUILDING WORKS | | |
| Bill No. 15 | | |
| Painting | | |
| Prepared By | | |
| Akha Architects and Marumo Consulting Engineers JV | | |

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL No. 16</u> | | | |
| | <u>APRONS AND ACCESS RAMPS</u> | | | |
| | <u>(PROVISIONAL)</u> | | | |
| | <u>CONCRETE</u> | | | |
| | <u>(HAYLETT FORMULA WORK GROUP NO. 110)</u> | | | |
| | <u>Mass concrete with a coarse aggregate of 19mm and a minimum compressive strength of 15MPa at 28 days</u> | | | |
| 1 | Aprons | m3 | 20 | |
| 2 | Access ramps | m3 | 2 | |
| | <u>Sundries</u> | | | |
| 3 | Non-slip wood float finish to top of aprons to falls | m2 | 197 | |
| | <u>Expansion Joints</u> | | | |
| 4 | 10mm Bitumen impregnated softboard expansion joint between concrete aprons and brickwall 100mm high | m | 164 | |
| | Carried Forward to Summary of Section No. 2 | | | |
| | Section No. 2 BUILDING WORKS Bill No. 16 External Work -Aprons Prepared By Akha Architects and Marumo Consulting Engineers JV | | | R |

| Brought Forward | | | R |
|--|---|----|---|
| <p><u>Manhole size deep formed of one brick wall in extra hard burnt clay bricks in Class 1 cement mortar on and including 200mm thick 25MPa mass concrete base with ref 245 mesh to top and bottom slabs, including plaster to internal walls and two coats to external walls finished smooth, complete with Type 2A heavy duty manhole cover and frame size 850 x 850mm set in 25MPa surround, including excavation, backfilling compacted to 93% Mod AASHTO density</u></p> | | | |
| 7 | Manhole size 920 x 1150mm not exceeding 1m deep | No | 3 |
| 8 | Manhole size 920 x 1150mm exceeding 1,5m deep | No | 2 |
| <p>Carried Forward to Summary of Section No. 2</p> <p>Section No. 2 BUILDING WORKS Bill No. 17 External Work - Soil & Waste Water Drainage Prepared By Akha Architects and Marumo Consulting Engineers JV</p> | | | R |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
| | <u>SECTION NO. 3</u> | | | |
| | <u>BILL NO. 18</u> | | | |
| | <u>SECURITY FENCING</u> | | | |
| | <u>COCHRANE CLEARVU INVISIBLE WALL</u> | | | |
| | <u>The following in bases:</u> | | | |
| 1 | Base for post, size 450 x 450 x 450mm, including all excavations, 15MPa/38mm mass concrete base with chamfered top surface projecting 50mm above surrounding ground level including any necessary formwork. etc | No | 214 | |
| | <u>Security fencing including site clearance and preparation of ground:</u> | | | |
| 2 | ClearVu Invisible wall panels security fence 2.1m high with 3mm diameter wire - Galvanised (AluGalv coated) | m | 400 | |
| 3 | Cochrane post 2.7m high including setting up and embedded in position into concrete base (elsewhere) | No | 214 | |
| 4 | Shark Tooth Spike | m | 640 | |
| 5 | Single pedestrian gate size 1,35 x 1,8m high including heavy duty hasp and staple complete | No | 1 | |
| 6 | Double gate 5500 x 2000mm high vehicle access gate including heavy duty hasp and staple complete | No | 1 | |
| | Carried Forward to Summary of Section No. 2 | | | R |
| | Section No. 2 BUILDING WORKS Bill No. 18 External work - Fencing Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

Section No. 2

BUILDING WORKS

SECTION SUMMARY - BUILDING WORKS

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| 2 | Concrete, Formwork and Reinforcement | 58 | |
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| | Carried to Final Summary | | R |
| | Section No. 2 BUILDING WORKS Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|------|------------|
| | <u>SECTION NO.5</u> | | | |
| | <u>BILL NO. 1</u> | | | |
| | <u>PROVISIONAL SUMS AND PRIME COST AMOUNTS</u> | | | |
| | <u>PROVISIONAL SUMS</u> | | | |
| | <u>ELECTRONIC EQUIPMENT INSTALLATION (COMPUTERS)</u> | | | |
| 1 | Allow the sum R445,000.00 (Four hundred ad forty-five thousands rand) (net) for installing computers ad server (Dell Optiplex 7010 Desktops PC and Database server including network cabinet, complete; to be performed by a firm of Specialist | Item | | 445,000.00 |
| 2 | Profit on last if required | | % | |
| 3 | Attendance in connection with computers and server equipment installation | | % | |
| | <u>GRANITE VANITY TOPS INSTALLATION</u> | | | |
| 4 | Allow the sum R25,000.00 (Twenty-five thousands rand) (net) for installing granite vanity tops in all kitchens, complete; to be performed by a firm of Specialist | Item | | 25,000.00 |
| 5 | Profit on last if required | | % | |
| 6 | Attendance in connection with granite vanity tops installation | | % | |
| | <u>GRANITE VANITY SLANTING TOP BASINS INSTALLATION</u> | | | |
| 7 | Allow the sum R15,000.00 (Fifteen thousands rand) (net) for installing granite vanity top in toilets, complete; to be performed by a firm of Specialist | Item | | 15,000.00 |
| 8 | Profit on last if required | | % | |
| | Carried Forward | | R | |
| | Section No. 3 PROVISIONAL SUMS Bill No. 1 Provisional Sums and Prime Cost Prepared By Akha Architects and Marumo Consulting Engineers JV | | | |

| Brought Forward | | R |
|---|--|-----------------|
| 9 | Attendance in connection with granite vanity slanting top basins installation | % |
| <u>BOREHOLE AND EQUIPPING</u> | | |
| 10 | Allow the sum R350,000.00 (Three Hundred and fifty thousands rand) (net) for Borehole and equipping installation, complete with 5,000L on 10m high stand; including all necessary pipe work and valves to be performed by a firm of Specialist | Item 350,000.00 |
| 11 | Profit on last if required | % |
| 12 | Attendance in connection with Borehole installation | % |
| <u>SEPTIC TANK INSTALLATION</u> | | |
| 13 | Allow the sum R105,000.00 (Hundred and five thousands rand) (net) for installing Septic Tank, complete; to be performed by a firm of Specialist | Item 105,000.00 |
| 14 | Profit on last if required | % |
| 15 | Attendance in connection with Septic Tank installation | % |
| <u>FRENCH DRAIN</u> | | |
| 16 | Allow the sum R15,000.00 (Fifteen thousands rand) (net) for French drain, complete; to be performed by a firm of Specialist | Item 15,000.00 |
| 17 | Profit on last if required | % |
| 18 | Attendance in connection with French drains | % |
| <u>COMMUNITY LIAISON OFFICER - CLO</u> | | |
| 19 | Provide the sum of R45 000.00 (Fourty-five thousand rand) for CLO to be used as directed by the principal agent and deducted in whole or in part if not required | Item 45,000.00 |
| 20 | Attendance in connection with CLO | % |
| Carried Forward | | R |
| Section No. 3 PROVISIONAL SUMS Bill No. 1 Provisional Sums and Prime Cost Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

Brought Forward

PROJECT STEERING COMMITTEE - PSC

- 21 Provide the sum of R15 000.00 (Fifteen thousand rand) for PSC to be used as directed by the principal agent and deducted in whole or in part if not required
- 22 Attendance in connection with PSC

| Item | R |
|------|-----------|
| | 15,000.00 |
| | % |

Carried to Final Summary

Section No. 3
 PROVISIONAL SUMS
 Bill No. 1
 Provisional Sums and Prime Cost

Prepared By
Akha Architects and Marumo Consulting Engineers JV

R

| Section No | | Page No | Amount |
|-----------------------------|--|---------|------------|
| <u>FINAL SUMMARY</u> | | | |
| 1 | PRELIMINARIES AND GENERAL | 51 | |
| 2 | BUILDING WORKS | 103 | |
| 3 | PROVISIONAL SUMS | 106 | |
| | SUBTOTAL Excluding Contingencies | | R |
| <u>CONTINGENCY</u> | | | |
| | Allow contingency sum of R100,000.00 to be used as directed by the Engineer. | Item | 100,000.00 |
| | Sub-Total including Contingency | | R |
| | PART A : ELECTRICAL, ELECTRONICS AND MECHANICAL INSTALLATION (Annexure A) | Item | |
| | SUB TOTAL Before VAT | | R |
| | ADD VAT @ 15% | | R |
| | Carried to Form of Tender | | R |
| | Prepared By Akha Architects and Marumo Consulting Engineers JV | | |

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

THE CONTRACT

PART C3: SCOPE OF WORKS

PART C4: SITE INFORMATION

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

PART C3: SCOPE OF WORK

| | | |
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| C3.3 | PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY | 14 |
| C3.5 | MANAGEMENT | 86 |

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

The objectives of the project is to: Construction of Praktiseer Library is located approximately 15 km north west of the town of Burgersfort, within the south eastern portions of the Limpopo Province, South Africa.

C3.1.2 Overview and Location of Works

The project is located at Praktiseer and falls within the Fetakgomo Tubatse Local Municipal Jurisdiction.

C3.1.3 Extent of Works

The works will involve the following: construction of new library facility. Which entails the following:

- Construction site establishment
- Compliance of EMP requirements
- Compliance of OHS requirements
- Provision of Temporary Work Force
- Training of temporary Work Force
- Construction of new building – Teen/Adult and Pre-Teen sections, Librarian and Staff offices including kitchens, Discussion and Activity room, Public and Staff toilets
- Electrical works – Building services installation
- New fencing – ClearVu Fence
- Access control house (Guard House)
- Water storage Tanks
- Water reticulation
- Sewer Reticulation
- Septic Tank and French Drain

C3.1.4 Location of the Works

The following details provide the key elements of the project area.

- Municipal Area : Fetakgomo Tubatse Local Municipality
- Lat. 24.581046
- Lon. 30.319067

The project is located in approximately is located approximately 15 km north west of the town of Burgersfort, within the south eastern portions of the Limpopo Province, South Africa.

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

C3.1.5 Temporary Works

No temporally works are envisaged on the contract.

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 Applicable labour laws

Ministerial determination 4:

1. Special Public Works Programs Government Gazette no. 34310-3 of 4 May 2012.
2. Code of Good Practice for Employment and Conditions of works of Expanded Public Works Programs – Government Gazette no. 34032 of 18 February 2011.

A29 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

A29.2 In this document –

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

A30 Terms of Work

- A30.1 Workers on a EPWP are employed on a temporary basis.
- A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- A30.2 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

A31 Normal Hours of Work

- A31.1 An employer may not set tasks or hours of work that require a worker to work–
 - (a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- A31.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- A31.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

A32 Meal Breaks

- A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- A32.2 An employer and worker may agree on longer meal breaks.
- A32.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

A33 Special Conditions for Security Guards

- A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

A34 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

A35 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

A36 Work on Sundays and Public Holidays

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker’s daily task rate, if the worker works for less than four hours;
- (b) double the worker’s daily task rate, if the worker works for more than four hours.

A36.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

A37 Sick Leave

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.

A37.3 A worker may accumulate a maximum of twelve days’ sick leave in a year.

A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A37.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.

A37.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.

A37.7 An employer must pay a worker sick pay on the worker’s usual payday.

A37.8 Before paying sick-pay, an employer may require a worker to produce a certificate

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

A38 Maternity Leave

A38.1 A worker may take up to four consecutive months' unpaid maternity leave.

A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

A38.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

A38.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

A39 Family responsibility leave

A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

A40 Statement of Conditions

- A40.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the SPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) the training that the worker will receive during the SPWP.
- A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- A40.3 An employer must supply each worker with a copy of these conditions of employment.

A 41 Keeping Records

- A41.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) payments made to each worker.
- A41.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

A42 Payment

- A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- A42.2 A task-rated worker will only be paid for tasks that have been completed.
- A42.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- A42.4 A time-rated worker will be paid at the end of each month.

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

- A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- A42.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- A42.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- A42.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

A43 Deductions

- A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- A43.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- A43.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

A44 Health and Safety

- A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

- A44.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the EPWP;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

A45 Compensation for Injuries and Diseases

- A45.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- A45.3 The employer must report the accident or disease to the Compensation Commissioner.
- A45.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

A46 Termination

- A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A46.2 A worker will not receive severance pay on termination.
- A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- A46.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A47 Certificate of Service

- A47.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

A48 Contractor's default in payment to Labourers and Employees

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

A49 Provision of Hand tools

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

A50 Reporting

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

C3.2 ENGINEERING

C3.2.1 Design

- (a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

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C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. E.g.

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

C3.3 PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

1. DEFINITIONS

The words in this policy shall bear a meaning as prescribed and/or ascribed by applicable legislation, and in the event of a conflict, the meaning attached thereto by National Legislation shall prevail.

- (a) **“Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- (b) **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- (c) **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (d) **“Contract”** means the agreement that results from the acceptance of a tender by an organ of state;
- (e) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being;
- (f) **“Firm price”** is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, 'levy, or tax, which, in terms of a law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (g) **“Management”** in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director;
- (h) **“Non-firm prices”** means all prices other than “firm” prices;
- (i) **“Person”** includes reference to a juristic person;
- (j) **“Rand value”** means the total estimated value of a contract in Rand denomination which is calculated at the time of tender invitations and includes all applicable taxes and excise duties;
- (k) **“Sub-Contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing,
- (l) **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- (m) **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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- (n) “**Individual**” an individual shall mean an FGTM person;
- (o) “**The Client**” means the Fetakgomo Tubatse Local Municipality.
- (p) “**Companies and Shares**” shall be read so as to include Close Corporations and members interests *mutatis mutandis*;
- (q) “**Executive Management Committee**” shall mean a committee comprising the Client’s Heads of Divisions and any other Manager so invited.
- (r) “**Historically Disadvantaged Individual (HDI)**” means a South African citizen –
 - (1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and/ or
 - (2) Who is a female; and / or
 - provided that a person who obtained South Africa n citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
- (s) “**Tender**” means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods;
- (t) “**Collusion**” means an intentional and unlawful agreement by two or more companies/firms which is intended or calculated to misrepresent facts or defraud with the sole purpose of influencing the procurement process thereby prejudicing the interests of the service provider.

2. PREAMBLE

The Fetakgomo-Greater Tubatse Municipality resolves in terms of section 111 of the Local Government Municipal Finance Management Act (No. 56 of 2003), to adopt the following proposal as the Second Amended Supply Chain Management Policy of the municipality. **The full SCMP is available at the municipality.**

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1. Bid documentation for competitive bids

1. The criteria to which bid documentation for a competitive bidding process must comply, must –
- (a) take into account –
 - (i) the general conditions of contract and any special conditions of contract, if specified;
 - (ii) any Treasury guidelines on bid documentation; and
 - (iii) the requirements of the Construction Industry Development Board, in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
 - (b) include the preference points system to be used, goals as contemplated in the Preferential Procurement Regulations and evaluation and adjudication criteria, including any criteria required by other applicable legislation;
 - (c) compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
 - (d) if the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–
 - (i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –
 - (aa) for the past three years; or
 - (bb) since their establishment if established during the past three years;
 - (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitment for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days;
 - (iii) particulars of any contracts awarded to the bidder 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;
 - (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic; and
 - (e) stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

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Public invitation for competitive bids

2. (1) The procedure for the invitation of competitive bids, is as follows:
- (a) Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the **municipality** or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin); and
 - (b) the information contained in a public advertisement, must include –
 - (i) the closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper, subject to subparagraph (2) of this policy;
 - (ii) a statement that bids may only be submitted on the bid documentation provided by the **municipality**; and
 - (iii) date, time and venue of any proposed site meetings or briefing sessions.;

(2) The accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency any exceptional case where it is impractical or impossible to follow the official procurement process.

- (2) Bids submitted must be sealed and deposited into the municipal Tender Box or as directed by the Bid Advertisement documents.
- (3) Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.
- (4) The municipality reserves the right to sell Bid documents at a non-refundable fee determined from time to time as per the different scope of works, goods and services to be procured and sourced.

(8) The 80/20 or 90/10 Preference point systems

8.1 The following must be taken into consideration when applying the 80/20 or 90/10 point system when evaluating bids;

- (i) the bidder obtaining the highest number of points will be awarded the contract, unless there are legally justifiable reasons not to do so.
- (ii) preference points shall be calculated after prices have been brought to a comparative basis, that is the price after all unconditional discounts that can be utilized have been taken into consideration;
- (iii) points scored will be rounded off to the 2 decimal places;
- (iv) in the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of preference points for B-BBEE. In the event of a tie after considering preference points for B-BBEE, then a lot will be drawn to make an award decision.

(9) Points awarded for price (Formula).

i. A maximum of 80 or 90 points is allocated for price as per the formula outlined below;

| | | |
|-------------|----|-------------|
| 80/20 (100) | or | 90/10 (100) |
| < R1000.000 | | > R1000.000 |

$$Ps = 80(1 - \frac{Pt - Pmin}{Pmax - Pmin})$$

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

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Pmin

Pmin

Where

Ps = Points scored for comparative price of the bid / offer under consideration;

Pt = Comparative price of bid / offer under consideration; and

Pmin = Comparative price of lowest acceptable bid / offer.

- ii. For contracts with a value of less than R1000.000 (<R1000.000) a maximum of 20 points for B-BBEE preference points may be claimed and points obtained to be added to the points obtained for price to obtain aggregate score for each bidder.
- iii. For contracts with a value of greater than R1000.000 (>R1000.000) all applicable taxes included a maximum of 10 preference points for B-BBEE may be claimed and points obtained to be added to the points obtained for price to obtain aggregate score for each bidder.
- iv. Depending on the nature of the appointment and scope of works, if the bidder is to be appointed from outside the area of jurisdiction of the Fetakgomo Tubatse Local Municipality as its determined locality, that bidder shall be required to subcontract at least 30% of the total scope of works to a locally-SMME based contractor registered on the municipal database.

(10) Subject to sub-regulation 29 (11) points must be awarded to a bidder attaining their B-BBEE status level of contributor in accordance with the table below -

| B-BBEE STATUS LEVEL CONTRIBUTOR | NUMBER OF POINTS [80/20] | NUMBER OF POINTS [90/10] |
|--|---------------------------------|---------------------------------|
| 1 | 20 | 10 |
| 2 | 18 | 9 |
| 3 | 16 | 8 |
| 4 | 12 | 5 |
| 5 | 8 | 4 |
| 6 | 6 | 3 |
| 7 | 4 | 2 |
| 8 | 2 | 1 |
| Non-Compliant Contributor | 0 | 0 |

(11) A maximum of 20 points may be allocated in accordance with sub-region (10) in instances where 80/20 point system is applied or 10 points in instances where 90/10 point system is applied.

(12) The points scored by a bidder in respect of the level of B-BBEE contribution contemplated in subregulation (10) must be added to the points scored for price as calculated in accordance with sub-regulation (9).

(13) The contract must be awarded to the bidder who scored the highest number of points unless otherwise that is done in accordance with section 2 (1) (f) of the Act.

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9.12 CONTRACTUAL AGREEMENT

The relationship between the municipality and the contractor shall be managed under the following contractual documents:

- (a) The tender document submitted by the tenderer;
- (b) The project drawings relevant for the tendered project;
- (c) The Client's Procurement Policy;
- (d) Any other relevant legislation aimed at meeting other government policy initiatives.

9.13 TAX CLEARANCE CERTIFICATE

No contract shall be awarded to an entity which fails to submit a valid original Tax Clearance Certificate from the South African Revenue Service (SARS), certifying that the taxes of the said entity are in order or that suitable arrangements have been made with SARS, and submitted proof as part of the tender documentation.

In cases where the successful tenderer has only submitted a letter from SARS, the tenderer will be given seven (7) working days to submit the original Tax Clearance Certificate. Failure to do so, shall lead to the disqualification of the tenderer. The tenderer with the second highest points shall be awarded the contract.

9.14 Variations

The client shall have the right to reduce or increase the scope of work by no more than 30% of the tendered amount.

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MATTERS RELATING TO THE STANDARD SPECIFICATIONS

| | |
|--|----|
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| SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS | 27 |
| SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL..... | 28 |
| SECTION 1800 : DAYWORK SCHEDULE..... | 31 |
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| SECTION 3100 : BORROW MATERIALS..... | 35 |
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SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirements regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

“The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system.”

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

Add the following:

“The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the

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provision of all necessary instruments, appliances and labour in connection therewith.”

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor.”

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

“VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities”.

(e) Materials on the site

Add the following:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site.”

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method).”

Method (ii) (Critical path method)

Delete “(based on a five-day working week)” in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

“The value of “n” shall be taken as five (05) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than five (05) working days in any calendar month, the difference between the five (05) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations

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shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following subclause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."

B1222 USE OF EXPLOSIVES

Add the following subclause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 16:00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be

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terminated.

- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a six months basis, but with the option of renewal.

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 4.4 of the General Conditions of Contract 2010, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 4.4 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

B1234 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996

(a) Introduction

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

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(b) General Provisions

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

(c) Duties of the Manager

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that
 - Describes the organisation of work.
 - Contains aspects concerning the protection of the employees and other persons' health and safety.
 - Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

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B12.35 MEASUREMENT AND PAYMENT

Add the following items:

| “ITEM | | UNIT |
|---------------|-----------------------------------|-----------------|
| B12.01 | Locating Existing Services | Provisional Sum |

| ITEM | | UNIT |
|-------------|--|-------------|
|-------------|--|-------------|

| | | |
|---------------|--|-------------------------------|
| B12.02 | Hand Excavation to determine the positions of existing services | |
| | To determine the positions of existing services | cubic metre (m ³) |
| | Measurement and payment shall be as specified for item 22.01 in the standard specifications. | |

| ITEM | | UNIT |
|-------------|--|-------------|
|-------------|--|-------------|

| | | |
|---------------|---|----------------|
| B12.03 | Quality Control Test Ordered by the Engineer | |
| | Quality Control Test Ordered by the Engineer | Prime Cost Sum |

| ITEM | | UNIT |
|-------------|--|-------------|
|-------------|--|-------------|

| | | |
|---------------|--|-----------------|
| B12.04 | Provision for a Community Liaison Officer | |
| | Provisional sum for the payment of the Community Liaison Officer | Provisional Sum |

Expenditure of the above item shall be made in accordance with the general conditions of contract.

| ITEM | | UNIT |
|-------------|--|-------------|
|-------------|--|-------------|

| | | |
|---------------|--|-----------------|
| B12.05 | Provisional sum for protection and/or relocation of existing services as ordered by the engineer | provisional sum |
|---------------|--|-----------------|

| ITEM | | UNIT |
|-------------|--|-------------|
|-------------|--|-------------|

| | | |
|---------------|--|-----------------|
| B12.06 | Provisional sum for payment of contract notice board as instructed by the engineer | provisional sum |
|---------------|--|-----------------|

| ITEM | | UNIT |
|-------------|--|-------------|
|-------------|--|-------------|

| | | |
|---------------|---|----------------|
| B12.07 | Handling costs and profit in respect of subitems B12.01, B12.03 to B12.06 above | percentage (%) |
|---------------|---|----------------|

Measurement and payment shall be in accordance with the general conditions of contract.”

The tendered percentage is a percentage of the amount actually spent under the sub-items B12.01, B12.03 to B12.06, which shall include full compensation for the handling costs of the contractor, and the profit.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime

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cost items, which shall include full compensation for the profit in connection with providing the specified service.

SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

B1303 PAYMENT

ITEM

UNIT

B13.01 The contractor's general obligations

(As specified)

Add the following after the fifth paragraph:

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for in his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

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SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER’S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

Add the following:

“The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two metre high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer’s establishment may be incorporated within the contractor’s establishment provided that the preceding requirements are met to the satisfaction of the engineer.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor’s tendered rate for item B13.01(c).”

(b) Offices

Add the following new sub-sub-clause:

“(xviii) The engineer’s site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and operating costs of such cellular phones.”

B1406 MEASUREMENT AND PAYMENT

Add the following sub-item:

| ITEM | UNIT |
|--|-------------------------|
| B14.11 Provision of cellular telephone to the Engineer: | |
| (a) Cost of cellular phone, calls and other charges | Provisional Sum (P Sum) |
| (b) Handling cost and profits in respect of item B14.11(a) | Percentage (%) |

The unit of measurement for item B14.11 shall include full compensation for the monthly cellular phone costs for the Engineer’s site personnel.

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

| ITEM | UNIT |
|---|-------------|
| B14.12 Provision and erection of security fencing (Including gate) | metre (m) |

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the engineer. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract.”

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General: Method of payment

Add the following:

"The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineer's supervisory staff at the completion of the contract."

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B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

Add the following:

“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner.”

Extension and Refurbishment of Existing building works including redoing the roof of the VTS.

B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

| ITEM | UNIT |
|---|--------------|
| B17.01 Clearing and grubbing of: | |
| Clearing and grubbing | hectare (ha) |

Measurement and payment for item B17.01 shall be as specified for item 17.01 of the standard specifications.

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SECTION 1800 : DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.

Add the following:

B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item “units” in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following daywork items:

| ITEM | DESCRIPTION | UNIT |
|-------------|---|--|
| B18.01 | (a) Normal hours of duty of: (i) Unskilled (ii) Semi-skilled (iii) Skilled (iv) Foreman | Hour (h) Hour (h) Hour (h) Hour (h) |
| B18.02 | Hire of construction equipment (a) Excavator 22 –30 ton (b) TL Backactor (c) Front end loader (d) Platform truck (e) Tip truck (f) Grader (CAT 140G or similar) (g) Walk behind roller (<i>Bomag BW90 or similar</i>) (h) Mechanical Broom (i) D6 Dozer (j) Compressor (k) Submersible dewatering pump | Hour (h) Hour (h) Hour (h) Hour (h) Hour (h) Hour (h) Hour (h) Hour (h) Hour (h) Hour (h) |

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 6.5 of the general conditions of contract and

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shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

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SECTION 2100 : DRAINS

B2103 BANKS AND DYKES

Add the following:

“Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy).”

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

Delete the last sentence of the fifth paragraph and substitute it with the following:

“Perforation for 100mm pipes shall be spaced in two rows, one on each side of the vertical centre line of the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference.”

(ii) Synthetic-fibre filter fabric

Add the following:

“All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of 3×10^{-3} m per second.”

B2107 MEASUREMENT AND PAYMENT

Add the following new items:

| “ITEM | UNIT |
|---|-------------|
| B21.20 Galvanised wire mesh 250 x 250mm, at the outlets of subsoil drainage systems. Mesh 10mm x 2,5mm wire diameter | Number (No) |

The unit of measurement shall be the number of 250mm x 200mm pieces of wire mesh, with a 10mm x 10mm mesh and 2,5mm wire diameter built into the subsurface drain outlet structure as shown on the drawings.

The tendered rate shall include for procuring, furnishing and installing the material, cutting, waste and keeping the mesh in the pipe opening clean during installation.

| ITEM | UNIT |
|--|-------------|
| B21.21 Subsoil drainage markers | Number (No) |

Measurement and payment shall be as specified for item 22.24 in the standard specifications.”

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following sub-clauses:

“(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for

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in item 22.01.

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section”.

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

Add the following:

“The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish.”

(h) Prefabricated inlet and outlet structures

Add the following:

“The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section.”

B2218 MEASUREMENTS AND PAYMENT

Add the following to pay item 22.05:

"In addition to the requirements for measuring concrete backfill to rectangular culverts as specified for item 22.08, the following shall apply:

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation.

The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal”.

(k) Formwork and finish

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

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SECTION 3100 : BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

Add the following to sub-clause 3102(a):

“Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer’s representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor.”

B3103 OBTAINING BORROW MATERIALS

(a) General

Add the following:

“The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer.”

(b) Use of borrow materials

Add the following to the second paragraph of this sub-clause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s responsibility and entirely at his own expenses.”

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

Add the following:

“All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

(f) Protecting borrow pits

Add the following:

"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits.”

Add the following new sub-clause:

“(h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor’s own cost to the satisfaction

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of the engineer."

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following to this clause:

"Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section."

SECTION 3300 : MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

(c) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph "If necessary, roadbed.....depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in sub-clause 3304(b) of the standard specifications."

(d) Benching

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

B3308 FINISHING THE SLOPES

(d) General

Add the following:

"Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose

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material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified.”

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C3.4.3 PROJECT SPECIFICATIONS : ADDITIONAL SPECIFICATIONS

CONTENTS

C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
REGULATIONS

C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

C3.4.3.3 PROVISION OF STRUCTURED TRAINING

C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE

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C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

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C3.4.3.1.1 INTRODUCTION

C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

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ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Fetakgomo Tubatse Local Municipality (FETAKGOMO TUBATSE LOCAL MUNICIPALITY), as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Fetakgomo Tubatse Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

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C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Greater Local Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Fetakgomo Tubatse Local Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Fetakgomo Tubatse Local Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he

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includes an OHS Act Section 37(2) agreement: “Agreement with Mandatary” in his agreement with such Contractors.

- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

| | Ref. Section/Regulation in OHS Act |
|---|--------------------------------------|
| Batch Plant Supervisor | (Construction Regulation 6(1)) |
| Construction Vehicles/Mobile Plant/Machinery Supervisor | (Construction Regulation 21) |
| Demolition Supervisor | (Construction Regulation 12) |
| Drivers/Operators of Construction Vehicles/Plant | (Construction Regulation 21) |
| Electrical Installation and Appliances Inspector | (Construction Regulation 22) |
| Emergency/Security/Fire Coordinator | (Construction Regulation 27) |
| Excavation Supervisor | (Construction Regulation 11) |
| Explosive Powered Tool Supervisor | (Construction Regulation 19) |
| Fall Protection Supervisor | (Construction Regulation 8) |
| First Aider | (General Safety Regulation 3) |
| Fire Equipment Inspector | (Construction Regulation 27) |
| Formwork & Support work Supervisor | (Construction Regulation 10) |
| Hazardous Chemical Substances Supervisor | (HCS Regulations) |
| Incident Investigator | (General Admin Regulation 29) |
| Ladder Inspector | (General Safety Regulation 13A) |
| Lifting Equipment Inspector | (Construction Regulation 20) |
| Materials Hoist Inspector | (Construction Regulation 17) |
| OH&S Committee | (OHS Act Section 19) |
| OH&S Officer | (Construction Regulation 6(6)) |
| OH&S Representatives | (OHS Act Section 17) |
| Person Responsible for Machinery | (General Machinery Regulation 2) |
| Scaffolding Supervisor | (Construction Regulation 14) |
| Stacking & Storage Supervisor | (Construction Regulation 26) |
| Structures Supervisor | (Construction Regulation 9) |
| Suspended Platform Supervisor | (Construction Regulation 15) |
| Tunneling Supervisor | (Construction Regulation 13) |
| Vessels under Pressure Supervisor | (Vessels under Pressure Regulations) |
| Working on/next to Water Supervisor | (Construction Regulation 24) |
| Welding Supervisor | (General Safety Regulation 9) |

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Fetakgomo Tubatse Local Municipality together with concise CV's of the appointees. All appointments must be officially approved by Fetakgomo Tubatse Local Municipality. Any changes in appointees or appointments must be communicated to Fetakgomo Tubatse Local Municipality forthwith.

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The Principal Contractor must, furthermore, provide Fetakgomo Tubatse Local Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Fetakgomo Tubatse Local Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)

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- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
 - * Demolition Inspection Register
 - * Designer's Inspection of Structures Record
 - * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - * Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - * Fall Protection Inspection Register
 - * First Aid Box Contents
 - * Fire Equipment Inspection & Maintenance
 - * Formwork & Support work Inspections
 - * Hazardous Chemical Substances Record
 - * Ladder Inspections
 - * Lifting Equipment Register
 - * Materials Hoist Inspection Register
 - * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
 - * Scaffolding Inspections
 - * Stacking & Storage Inspection

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- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records

Fetakgomo Tubatse Local Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Fetakgomo Tubatse Local Municipality on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Fetakgomo Tubatse Local Municipality for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

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All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

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Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Fetakgomo Tubatse Local Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Fetakgomo Tubatse Local Municipality OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by Fetakgomo-Tubatse Local Municipality.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Fetakgomo Tubatse Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Fetakgomo Tubatse Local Municipality:

Fetakgomo Tubatse Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Fetakgomo Tubatse Local Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

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All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to Fetakgomo Tubatse Local Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Fetakgomo Tubatse Local Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide Fetakgomo Tubatse Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Fetakgomo Tubatse Local Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

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The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Fetakgomo Tubatse Local Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Fetakgomo Tubatse Local Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

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As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Fetakgomo Tubatse Local Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

C3.4.3.1.5 Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

| Item | Unit |
|--|-------------|
| B1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations | Lump Sum |

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

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| Item | Unit |
|---|-------------|
| B1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations | Month |

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item **B1.1** has been made.

| Item | Unit |
|--|-------------|
| B1.3 Submission of the Health and Safety File | Lump Sum |

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

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C3.4.3.1.6 Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience

Annexure 2: SHE Risk Management Report

Annexure 3. List of Risk Assessments

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ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called “DIFR”. The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often “hidden” by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

FORMULA

No. of Compensation Claims X 200 000 /

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: **The number of claims lodged with the COID insurer for the period under review**

200 000: The fixed factor to align the rate with other rates used internationally

Manhours Worked

Include: *

- * Hourly Paid Employees
- * Sub-contractors (No. of Employees X *220 each)
- * Staff (No. of Employees X *220 hours each)

220 manhours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

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No. of Employees: The actual or average number of employees employed
for the period under review.

2002/03CIFRSystem

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

Xyz construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

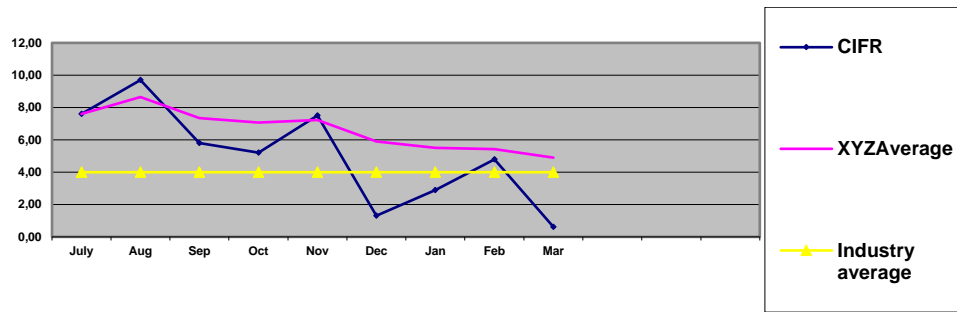
2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

CIFR = Total No. of Claims against the Workmen's Compensation Fund X 200 000

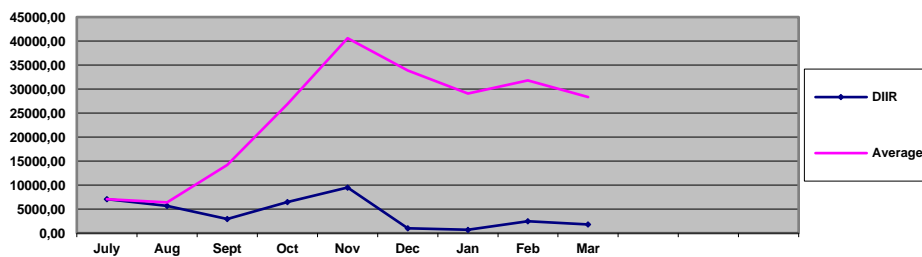
Manhours worked

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2.2. Disabling Injury Incidence Rate (DIIR)

$$DIIR = \frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$$



2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. RISK AREAS

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
 - protect XYZ from claims at a later stage
 - ensure that only healthy persons are employed
 - prevent injuries and illness in the workplace
 - enhance XYZ image

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3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. AUDITS

Three SHE audits were conducted in February and March:

- 4.1. Job 00432: Gillooly's Mall Compliance: 56%(*)
- Job 00786: Cullinan Head Office Compliance: 83%(****)
- Job 00589: Cleveland Station Compliance: 76%(***)

5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. *Our objective is to train 5,5% of employees quarterly.

| Month | No. of Employees Trained | Course | Source |
|----------|--------------------------|---------------|------------|
| January | 26 | Induction | Internal |
| | 15 | OH&S Reps | Consultant |
| | 3 | Crane Drivers | External |
| February | 23 | Induction | Internal |
| | 17 | OH&S Reps | Consultant |
| March | 43 | Induction | Internal |
| | 9 | OH&S Reps | Consultant |
| | 3 | Bomag Rollers | Supplier |
| | 3 | First Aiders | St. John's |

6. LEGAL ISSUES

6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AIND OTHER HEALTH MATTERS

8.1. HIV Aids

The nearest clinic will be used to conduct the tests. The employer will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

8.2. Tuberculosis

The nearest clinic will be used to conduct the test or perform screen on employees for TB.

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8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

9. **ENVIRONMENTAL MEASURES**

Inspectors from the LDARD will visit the site for inspection when necessary. Dust control measures by spraying roads three times per day will be applied for the duration of the contract to suppress dust and control pollution to neighbouring houses.

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ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant

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- Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

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C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

- C3.4.3.2.1 SCOPE
- C3.4.3.2.2 DEFINITIONS
- C3.4.3.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
- C3.4.3.2.4 LEGAL REQUIREMENTS
- C3.4.3.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
- C3.4.3.2.6 TRAINING
- C3.4.3.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
- C3.4.3.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
- C3.4.3.2.9 RECORD KEEPING
- C3.4.3.2.10 COMPLIANCE AND PENALTIES
- C3.4.3.2.11 MEASUREMENT AND PAYMENT

C3.4.3.2.1. SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Fetakgomo Tubatse Local Municipality in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.4.3.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

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Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.4.3.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the

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damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to sub-clause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.4.3.2.4. LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.4.3.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

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There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.3.1 and 4.3.2 of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the

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contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.

C3.4.3.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.4.3.2.8. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the

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contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAFF) licensed landfill site or at a site approved by DWAFF in the

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event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

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iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in

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such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the

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relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his “good housekeeping”, particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner’s clearance notice and an engineer’s certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor’s costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor’s proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the

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immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

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Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Sub-clause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Sub-clause 4.24 as amended by Particular Condition).

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l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.2.9. RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.4.3.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- | | | |
|---|---|------------------|
| • 2600mm girth or less | : | R 5 000 per tree |
| • Greater than 2600mm, but less than 6180mm girth | : | R10 000 per tree |
| • Greater than 6180mm girth | : | R30 000 per tree |

b) Serious violations:

- | | | |
|--|---|----------------------|
| • Hazardous chemical/oil spill and/or dumping in non-approved sites. | : | R10 000 per incident |
|--|---|----------------------|

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- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion
(plus rehabilitation at contractor's cost). :R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

c) Less serious violations:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site. : R1 000 per incident
- Dumping of milled material in side drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site. : R 500 per incident
- Any vehicles being driven in excess of designated
speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or
heritage objects on site, and/or killing of wildlife. : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in
designated areas. : R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.2.11. MEASUREMENT AND PAYMENT

The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

| Item | Unit |
|--|-------------|
| B100.01 Penalty for unnecessary removal or damage to trees for the following diameter sizes | |
| (a) 2600mm girth or less | number (No) |
| (b) Greater than 2600mm, but less than 6180mm girth | number (No) |
| (c) Greater than 6180mm girth | number (No) |

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

| Item | Unit |
|--|-------------|
| B100.02 Penalty for serious violations | |
| (a) Hazardous chemical/oil spill and/or dumping in non-approved sites | number (No) |

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- | | |
|--|-------------|
| (b) General damage to sensitive environments | |
| (c) Damage to cultural and historical sites | number (No) |
| (d) Pollution of water sources | number (No) |
| (e) Unauthorised blasting activities | number (No) |
| (f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost) | number (No) |

The unit of measurement for B100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

| Item | Unit |
|--|-------------|
| B100.03 Penalty for less serious violations | |
| • Littering on site | number (No) |
| • Lighting of illegal fires on site | number (No) |
| • Persistent or un-repaired fuel and oil leaks | number (No) |
| • Excess dust or excess noise emanating from site | number (No) |
| • Dumping of milled material in side drains or on grassed areas | number (No) |
| • Possession or use of intoxicating substances on site | number (No) |
| • Any vehicles being driven in excess of designated speed limits | number (No) |
| • Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife | number (No) |
| • Illegal hunting | number (No) |
| • Urination and defecation anywhere except in designated areas | number (No) |

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

CONTRACT No.: FGTM/TS01/17/18**EXTENSION & REFURBISHMENT OF PRAKTISEER TESTING STATION****Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities**

| SECTION | CONTENTS | ENVIRONMENTAL IMPACTS | | | | |
|---------|-----------------------------------|---|---|---|---|--|
| | | POLLUTION TYPE | DEFORMATION OF LANDSCAPE | SOIL EROSION | ALIEN VEGETATION | SENSITIVE AREAS (to be completed by compiler) |
| 1300 | Camp Establishment | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| 1400 | Housing, Offices and laboratories | Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights | Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| 1500 | Accommodation of Traffic | Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control | Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| 1600 | Overhaul | Spillage Storage Noise/lights Dust control Exhaust fumes | Turning circles Parking areas | Restrict access to sensitive areas | Protection of indigenous vegetation Preserve topsoil | |

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| SECTION | CONTENTS | ENVIRONMENTAL IMPACTS | | | | | SENSITIVE AREAS (to be completed by compiler) |
|--------------|-----------------------|---|---|---|---|--|--|
| | | POLLUTION TYPE | DEFORMATION OF LANDSCAPE | SOIL EROSION | ALIEN VEGETATION | | |
| | | Washing waste | | | | | |
| 1700 | Clearing and grubbing | Waste treatment Hazardous waste Water supply Noise /lights Dust control | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Protection of indigenous vegetation Preserve topsoil | | |
| 2100 2400 | Drainage | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | | |
| 3100 | Borrow pits | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | | |
| 3200 | Stockpiling | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | | |
| 3300 | Mass Earthworks | Waste treatment Hazardous waste Water supply | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | | |

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| SECTION | CONTENTS | ENVIRONMENTAL IMPACTS | | | | |
|--------------|---------------------------------------|--|--|--|--|--|
| | | POLLUTION TYPE | DEFORMATION OF LANDSCAPE | SOIL EROSION | ALIEN VEGETATION | SENSITIVE AREAS (to be completed by compiler) |
| | | Spillage Storage | | | | |
| 3400 3900 | - Pavement layers | Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control | Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| 4100 | Asphalt works / sealing operations | Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials | Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil | |
| 5000 | Ancillary roadworks | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| 6000 | Structures | Waste treatment Hazardous waste Water supply | Selection of site Preserve indigenous vegetation | Selection of site Preserve indigenous vegetation | Preserve indigenous vegetation Preserve topsoil | |

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| SECTION | CONTENTS | ENVIRONMENTAL IMPACTS | | | | | SENSITIVE AREAS (to be completed by compiler) |
|---------|------------------------|---|---|---|---|--|--|
| | | POLLUTION TYPE | DEFORMATION OF LANDSCAPE | SOIL EROSION | ALIEN VEGETATION | | |
| | | Spillage Storage | Preserve topsoil | Preserve topsoil | Management of weeds | | |
| 7000 | Concrete pavements etc | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | | |

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C3.4.3.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

- C3.4.3.3.1 SCOPE
- C3.4.3.3.2 GENERIC TRAINING
- C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING
- C3.4.3.3.4 MEASUREMENT AND PAYMENT

C3.4.3.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.3.2 GENERIC TRAINING

C3.4.3.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.3.2.2 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.3.2.3 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material.
- (c) Transport of the students (as necessary).

C3.4.3.3.2.4 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period. The Training Schedule should form part of the section 12 programme to be approved by the Engineer at the start of the project.

C3.4.3.3.2.5 The contractor's training programme shall be subject to the approval of Fetakgomo Tubatse Local Municipality and the contractor shall if so instructed by Fetakgomo Tubatse Local Municipality alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.2.6 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 11 (E))

C3.4.3.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his

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opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

C3.4.3.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.3.7 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material.
- (c) Transport of the subcontractors (as necessary).

C3.4.3.3.7 All entrepreneurial training shall take place within normal working hours.

C3.4.3.3.8 The contractor's training programme shall be subject to the approval of Fetakgomo Tubatse Local Municipality and the contractor shall if so instructed by Fetakgomo Tubatse Local Municipality alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.3.10 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 12 (E)).

C3.4.3.3.4 MEASUREMENT AND PAYMENT

| <u>ITEM</u> | <u>UNIT</u> |
|--|--------------------|
| C12.05 Provision for accredited training | |
| (a) Generic skills | Provisional sum |
| (b) Entrepreneurial skills | Provisional sum |
| (c) Handling cost and profit in respect of sub-item C12.05(a) and (b) above | percentage (%) |
| (d) Training venue (only if required) | lump sum |

The prime cost sums are provided to cover the actual costs (including wages and the daily PSC reimbursement) for attendance of accredited training courses as agreed with the

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engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item C12.05 (c) is a percentage of the amount actually spent under sub-items C12.05(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for C12.05(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue.

Payment of the lump sum will be made after the provision of all the accredit training, issuing of all certificates and submission of all records as specified in the document.

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C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

C3.4.3.4.1 SCOPE

C3.4.3.4.2 INTERPRETATIONS

C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE
TEMPORARY WORKFORCE

C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.11 MEASUREMENT AND PAYMENT

C3.4.3.4.1 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce. Reference is also made to the Basic Conditions of Employment Act (Act 75 of 1997) with specific reference to the Sectoral Determination 2: Civil Engineering Sector

C3.4.3.4.2 INTERPRETATIONS

C3.4.3.4.2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C3.4.3.4.2.1.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

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- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) "Project Steering Committee (PSC)" means a committee comprising mainly of representatives (to a maximum of 10) of the affected communities with additional members from Fetakgomo Tubatse Local Municipality, the Contractor, Consultants and the Municipality. The PSC convenes at least once a month as well as when the need so dictates, for the purpose of recruiting labour for the project, to address community issues and for acting as an avenue for effective communication and liaison between all the parties.
- (g) "Liaison Officer" means a local representative of the temporary workforce, duly appointed through the PSC processes, to act on behalf of the workers and through whom all matters pertaining to the temporary workforce can be channelled.

C3.4.3.4.2.1.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C3.4.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part C3 may consist of the workers of local communities, and shall not be bound to one particular community.

C3.4.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a Fetakgomo Tubatse Local Municipality approved format. An example of the forms to be used is illustrated in Part C5 of this document, (forms RDP 9 and 10 (E)).
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C3.4.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or

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compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C3.4.3.4.6 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part C3.4.3.3.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part C3.4.3.3.
- (c) The provision of structured training as described in Part C3.4.3.3. shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part C3.4.3.3, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C3.4.3.4.7 RECRUITMENT AND SELECTION PROCEDURES

C3.4.3.4.7.1 The Project Steering Committee, through the assistance of the Social Facilitator and the Contractor, shall be responsible for the recruitment and selection of the Community Liaison Officer and the workers to constitute the temporary workforce.

C3.4.3.4.7.2 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

C3.4.3.4.7.3 The Social Facilitator shall take the necessary actions to advertise within the affected local communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur

C3.4.3.4.7.4 The Social Facilitator shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, Identity Number, Date of Birth, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) On the job training programmes attended
- (e) Period since last economically active
- (f) Preference for type of work or task.

C3.4.3.4.7.5 The selection of workers from amongst the applicants should take into cognizance the Contractor's requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principle:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
 - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or

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- (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women. The Contractor should strive to achieve the participation target for employment set for this project which is 60% female and 20% youth.

C3.4.3.4.7.6 After making the selection, the Social Facilitator shall forward the list in writing and without undue delay, to the Engineer for record keeping.

C3.4.3.4.7.7 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C3.4.3.4.7.8 The Contractor shall, after appointing his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce.

C3.4.3.4.8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.4.3.4.8.1 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area. Refer to the Contract of Employment drafted/published by Department of Labour.

C3.4.3.4.8.2 **RATE OF REMUNERATION.** The Contractor shall pay to all workers engaged in terms of the contract, not less than the applicable gazetted minimum rate of remuneration in terms of the Sectorial Determination 2: Civil Engineering Sector.

The remuneration of the CLO shall be paid monthly at the rate equivalent to Task Grade 3 in accordance with the provisions of the Basic Conditions of Employment Act, No. 75 of 1997, Amendment i.t.o Sectorial Determination 2: Civil Engineering Sector, South Africa

Compensation for transport for the members of the Project Steering Committee shall be made at a rate of R75 / month. This will cover for transport cost to and from the PSC meeting, site meeting and any other meeting deemed necessary to fulfil their obligations.

C3.4.3.4.8.3 **NON-PAYMENT OF LABOURERS.** Under this contract it is expected of the Main Contractor to ensure that all labourers are paid in time on a monthly basis, whether they are employed by him/her directly or by any of his/her subcontractors. In the event of non-compliance, the employer reserves the right to use any remedies available at its disposal.

C3.4.3.4.9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.4.3.4.9.1 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur. Refer to Disciplinary Procedures for Small Business drafted/published by Department of Labour.

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C3.4.3.4.9.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C3.4.3.4.9.3 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and

training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C3.4.3.4.9.2 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C3.4.3.4.9.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C3.4.3.4.9.2 and C3.4.3.4.9.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C3.4.3.4.10 THE SUBCONTRACTORS' WORKFORCES

C3.4.3.4.10.1 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C3.4.3.4.10.2 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C3.4.3.4.11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part C3.4.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

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C3.5 MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

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PART C4: SITE INFORMATION

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C4.1 SITE INFORMATION

C4.1.1 General

The study area for this investigation is located approximately 15 km north west of the town of Burgersfort, within the south eastern portions of the Limpopo Province, South Africa in Fetakgomo Tubatse Municipality of Sekhukhune District Municipality.

C4.1.2 Climate and Weather

Due to the study areas location, it will share a similar climatic regime to that of Burgersfort; which receives about 440 mm of rain per year, with most rainfall occurring during the summer months of the year. It receives the lowest rainfall (0 mm) in June and the highest (86 mm) in December. The average midday temperatures for Burgersfort range from 21.2°C in June to 28.2°C in January. The region is the coldest during July when the mercury drops to 6°C on average during the night.

According to Köppen and Geiger climate classification, the climate is classified as Warm Temperate climate, within the Central Bushveld Climatic Region (Temperate interior (SANS 204-2)).

The Climatic N-Value (Weinert, 1980) for the area is **between 2 and 3**; indicating that principle mode of weathering will be the chemical decomposition of the parent rock and surrounding material rather than the physical/mechanical disintegration of the parent material.

C4.1.3 Topography

The study area (regional setting) is seen to host a highly undulating surface morphology, due to past orogenic processes in conjunction with past and present erosional processes. The result has led to the development of a highly undulating surface morphology, with a sharp contrast in elevation across the study area.

In contrast, the central and southern portions of the study area are seen to display lower lying valley-type structures. Moreover, these areas are seen to host numerous minor valley structures, with a prominent valley situated in the southern most portions of the study area. A rapid decrease in elevation is seen to occur from the mountainous landscape, in a southerly direction towards the prominent valley.

The area of interest for this investigation will be placed within the minor valley structure.

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This minor valley structure is seen to display a variably sloping surface morphology, which can be characterised by the side slopes displaying a very steep nature with an average slope of greater than 12 degrees.

In contrast, the pediment slope (valley floor), is seen to display a gentle sloping nature, with two prominent incised valley structures (dongas). Moreover, these incised valley structures negatively affect the continuity of slopes within the valley bottom, with the valleys' side slopes being characterised by very steep slopes. A detailed description of the incised valleys (spanning each proposed culvert structure) will be addressed in the sections to follow.

C4.1.4 Material site investigation

In the light of the soil tests which were completed on the lowermost alluvial material sampled across the site, this material classifies as a G8- and G7- type material according to the COLTO classification system. This material reacted well to compaction and may possibly be suitable for the use in raft foundations (suitability based on engineer's designs).

It should be noted that this material displayed a variable composition (grading and soil texture) over short distances. This variability negatively affect the re-use of the material and it is therefore recommended that this material be stockpiled. Thereafter, a representative sample can be extracted in order to determine its' re-usability.

Soil testing is done under controlled conditions within a laboratory with measured/standardised compaction methodology and sample preparation. Similar methodologies should be implemented on-site in order to achieve the same results as required for the construction.

The material information will be available to the successful tenderer.

C4.1.5 Pavement and layer-works design

- Roadbed (G7, 150mm thick, compacted to 93% Mod AASHTO)
- Selected Layer (G5, 150mm thick, compacted to 95% Mod AASHTO)
- Sub-Base (G5, 150mm thick, compacted to 95% Mod AASHTO)
- 80mm interlocking paving block

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C4.2 LOCALITY PLAN

Locality Map is attached under Part C5.2: Contract Drawings.”

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PART C5: ANNEXURES

| | | |
|------|--------------------------|-----|
| C5.1 | PROFORMA DOCUMENTS | 92 |
| C5.2 | CONTRACT DRAWINGS | 103 |

C5.1 PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

- C5.1.1 RETENTION MONEY GUARANTEE PROFORMA.....
- C5.1.2 EXAMPLE OF SMME DECLARATION AFFIDAVIT
- C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT.....
- C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT
- C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT
- C5.1.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT
- C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT.....
- C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT.....

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C5.1.1 RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

**Fetakgomo Tubatse Local Municipality
P.O Box 206
Burgersfort
1150**

FOR INFORMATION ONLY:
This Guarantee is not to be
completed and signed by the

Notes to Tenderer

- 1. This pro forma is for information only. The successful tenderer’s guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
- 2. The tenderer’s guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

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The guarantee is issued on behalf of

Registration No
(hereinafter referred to as “the Contractor”) in connection with the above mentioned contract
(hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

.....
(full name of guarantor) registration number

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at
or such other address as we shall in writing notify to you.

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.

3. Our aggregate liability under this guarantee is limited to
(R.....) and is restricted to payment of monies only.

4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable

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to the Contractor.

- 5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed atfor and on behalf of
on this the day of in the year

GUARANTOR:

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

ADDRESS ADDRESS

.....
.....

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C5.1.2 EXAMPLE OF SMME DECLARATION AFFIDAVIT

- 1. Name of SMME firm :
- Postal address :
- Physical address of Head Office:
- Telephone no. : Fax no
- Cell no :
- Contact person :
- VAT registration no. :

- 2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....

[ATTACH LATEST CIPRO PRINTOUT TO PROVE ABOVE INFORMATION]

- 3. Principal Business Activities :.....
- 4. Service/work to be performed on this contract:
- 5. CIDB registration no (if applicable):

[ATTACH LATEST CIDB INFORMATION AS PROOF]

- 5. SMME status (mark the appropriate category)
 - 5.1. Total full time equivalent of paid employees:
 - 5.2. Total Annual turnover:
 - 5.3. Total gross asset value (fixed property excluded):

[ATTACH CONFIRMATION LETTER OF AUDITER OR INCOME STATEMENT TO SUBSTANTIATE AND PROVE ABOVE INFORMATION]

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8. Declaration

I,,
being duly authorised to sign on behalf of the firm, affirm that the SMME status as
stated above and the information as furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

Telephone no.

Commissioner of Oath

Date

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

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C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

| REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 20... | | | | | | | | | | | |
|---|--------|---------------------|------------|--|------------------|--------|----------------------|--------|---|--------|--|
| DATES OF TRAINING COURSES | | EMPLOYER OF TRAINEE | | NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH | ATTENDANCES | | | | TOTAL COST OF TRAINING PER TYPE OF TRAINING | | |
| START | FINISH | NAME | VENDOR NO. | | NUMBER ATTENDING | | CERTIFICATES AWARDED | | MALE | FEMALE | |
| | | | | | MALE | FEMALE | MALE | FEMALE | | | |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | |
| TOTAL ALL TRAINEES | | | | | | | | | | | |

EXAMPLE

CONTRACT No.: FTM/T11/21/22

CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

EXAMPLE

C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO.....

| REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 20... | | | | | | | | | | |
|---|--------|---------------------|------------|--|------------------|--------|----------------------|--------|---|--------|
| DATES OF TRAINING COURSES | | EMPLOYER OF TRAINEE | | NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH | ATTENDANCES | | | | TOTAL COST OF TRAINING PER TYPE OF TRAINING | |
| START | FINISH | NAME | VENDOR NO. | | NUMBER ATTENDING | | CERTIFICATES AWARDED | | MALE | FEMALE |
| | | | | | MALE | FEMALE | MALE | FEMALE | | |
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| TOTAL | | | | | | | | | | |
| TOTAL ALL TRAINEES | | | | | | | | | | |

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CONSTRUCTION OF PRAKTISEER LIBRARY – PHASE 1

C5.2 CONTRACT DRAWINGS

The following is a list of contract drawings included in a separate volume entitled “Part C5.2: Contract Drawings.”

Attached Drawing Register

ANNEXURE A

**ELECTRICAL
BILL OF QUANTITIES**

**BILLS OF QUANTITIES - ELECTRICAL, ELECTRONICS & MECHANICAL
SUMMARY**

| ITEM | DESCRIPTION | | Tender |
|---------------------------------------|--------------------|---------------------------|---------------|
| 1 | Bill No 1 | Preliminaries and General | |
| 2 | Bill No 2 | Site Works | |
| 3 | Bill No 3 | Library | |
| 5 | Bill NO 5 | Mechanical | |
| Sub Total | | | |
| Sub-total - Carried to Summary | | | |

BILL NO 1 - PRELIMINARY AND GENERAL

| ITEM | DESCRIPTION | UNIT | QTY | Tender | |
|----------|---|------|-----|--------|--------|
| | | | | rate | amount |
| 1 | Site Facilities | | | | |
| 1,1 | Site Camp, Acomodation & Office | Sum | 1 | | |
| 1,2 | Security | Sum | 1 | | |
| 1,5 | Clearing of Site on Completion | Sum | 1 | | |
| 2 | Insurances | | | | |
| 2,1 | Works Insurance | Sum | 1 | | |
| 2,2 | Workman's Compensation | Sum | 1 | | |
| 2,3 | Third Party Insurance | Sum | 1 | | |
| 2,4 | Additional Insurance for Lead-Time Items | Sum | 1 | | |
| 3 | Workshop Drawings | | | | |
| 4 | Builder's Work Drawings | Sum | 1 | | |
| 5 | Allowance for Drawings in Softcopy | Sum | 1 | | |
| 6 | Operations and Maintenance Manuals | Sum | 1 | | |
| 7 | 12 Months Guarantee and Maintenance | Sum | 1 | | |
| 8 | Health and Safety | | | | |
| 8,1 | Safety, Health and Environmental Management | Sum | 1 | | |
| 8,2 | Personal Protective Equipment & Clothing | Sum | 1 | | |
| 9 | Training of Client's Staff | Sum | 1 | | |
| 10 | Contract Management | Sum | 1 | | |
| 11 | Painting and Marking | Sum | 1 | | |
| 12 | Removal of Rubble on Site | Sum | 1 | | |

TOTAL CARRIED TO SUMMARY

BILL-2 - SITE WORKS

| Item | Description | Unit | Qty | Rate | Amount |
|---------------------------------|---|---------|------|------|--------|
| Amount Carried Forward | | | | | |
| 1 | <u>KIOSK, TRANSFORMER,LT PANEL, RING MAIN UNIT</u> Supply and install distribution kiosk as illustrated on the drawing | | | | |
| 1,1 | KIOSK | Supply | No | 1 | |
| | | Install | No | 1 | |
| | Application to Eskom for 100 kVA Transformer Installation | Supply | No | 1 | |
| | | Mark-up | % | | |
| 2 | <u>LOW VOLTAGE CABLES</u> Supply and install the following PVC/SWA/PVC cables in the position as indicated on the drawings. | | | | |
| 2,1 | 95 mm ² 24-core | Supply | m | 60 | |
| | | Install | m | 60 | |
| 2,2 | 6 mm ² 22-core | Supply | m | 60 | |
| | | Install | m | 60 | |
| 3 | <u>EARTH WIRE</u> Supply and install the following bare stranded copper earth wire strapped to the relative cable at 1000mm intervals | | | | |
| 3,1 | 25 mm ² | Supply | m | 110 | |
| | | Install | m | 110 | |
| 3,2 | 2.5mm ² | Supply | m | 60 | |
| | | Install | m | 60 | |
| 4 | <u>CABLES GLANDS</u> Supply and install the following cable glands including making off the the cable. | | | | |
| 4,1 | 95 mm ² 24-core | Supply | m | 6 | |
| | | Install | m | 6 | |
| 4,2 | 6 mm ² 22-core | Supply | m | 6 | |
| | | Install | m | 6 | |
| 5 | <u>CABLE MARKERS</u> Supply and installation concrete cable markers as indicated on site. | | | | |
| 5,1 | Cable Makers | Supply | No | 8 | |
| | | Install | No | 8 | |
| 6 | <u>MAN HOLE DB</u> Build manholes in position as indicated on the drawing complete with lid as specified. | | | | |
| 6,1 | 600 x 600 x 700mm deep (power) | Supply | No | 2 | |
| | | Install | No | 2 | |
| 6,2 | 300 x 300 x 500mm deep (tel/Data) | Supply | No | 2 | |
| | | Install | No | 2 | |
| 7 | <u>EARTHING AND LIGHTNING PROTECTION</u> Supply and install earthing and lighting protection for the buildings as specified. | | | | |
| 7,1 | Office Building | | item | 1 | |
| 8 | <u>OUTDOOR LIGHTING</u> <i>Supply and install the following luminaries complete with lamps and control gear in the position as indicated on the drawings.</i> | | | | |
| 8,1 | Type H: 40 Watt LED Floodlight with pole mounting bracket | Supply | No | 8 | |
| | | Install | No | 8 | |
| 8,2 | Light Pole: 4 metre mounting height segmented steel pole with 10Amp circuit breaker mounted | Supply | No | 4 | |
| | | Install | No | 4 | |
| TOTAL CARRIED TO SUMMARY | | | | | |

Bill No 4 - LIBRARY

| Item | Description | Unit | Qty | Rate | Amount |
|--|---|-------------------|----------|----------|--------|
| Amount Carried Forward | | | | | |
| 1 | <u>DISTRIBUTION BOARDS</u> <i>Supply and install the following boards complete with equipment as indicated on the drawings.</i> | | | | |
| 1.1 | DB-1 | Supply Install | No No | 1 1 | |
| 2 | <u>LUMINARIES</u> <i>Supply and install the following luminaries complete with lamps and control gear in the position as indicated on the drawings.</i> | | | | |
| <i>Type A1: 1200 x 600 mm - Recessed fluorescent luminaire fitted with 3x28W T5 fluorescent lamps</i> | | | | | |
| 2.1 | | Supply Install | No No | 6 6 | |
| <i>Type A3: 600 x 600 mm - Recessed fluorescent luminaire fitted with 2x15W T5 fluorescent lamps</i> | | | | | |
| 2.2 | | Supply Install | No No | 39 39 | |
| <i>Type A5: 1200 x 300 mm - Recessed fluorescent luminaire fitted with 2x28W T5 fluorescent lamps</i> | | | | | |
| 2.3 | | Supply Install | No No | 34 34 | |
| <i>Type C: Recessed downlighter luminaire with clear acrylic diffuser equipped with 3 Watt LED lamp</i> | | | | | |
| 2.4 | | Supply Install | No No | 72 72 | |
| <i>Type D: Surface mounted waterproof (IP65) bulkhead luminaire with high impact acrylic diffuser equipped with 2 x 18 Watt compact fluorescent lamps</i> | | | | | |
| 2.5 | | Supply Install | No No | 28 28 | |
| 3 | <u>SOCKET OUTLET</u> <i>Supply and install the following 16A 3-pin socket outlet complete with cover plate in the position as indicated on the drawings</i> | | | | |
| 3.1 | 16A 3-pin Double socket outlet | Supply Install | No No | 21 21 | |
| 4 | <u>ISOLATOR</u> <i>Supply and install the following isolators complete with cover plate in the position as indicated on the drawings</i> | | | | |
| 4.1 | 30A 1-pole recessed-Hand dryer and Extractor Fans | Supply Install | No No | 5 5 | |
| 4.2 | 40A 2-pole Outdoor Weatherproof | Supply Install | No No | 16 16 | |
| 5 | <u>LIGHT SWITCH</u> <i>Supply and install the following 16A light switches complete with cover plate in the position as indicated on the drawings.</i> | | | | |
| 5.1 | 16A single lever | Supply Install | No No | 7 7 | |
| 5.2 | 16A two lever | Supply Install | No No | 6 6 | |
| 5.3 | 16A two-way | Supply Install | No No | 4 4 | |
| 5.4 | Occupancy sensor | Supply Install | No No | 8 8 | |
| Amount Carried Forward | | | | | |

Bill No 4 - LIBRARY

| Item | Description | Unit | Qty | Rate | Amount |
|------------------------|---|---------|------|------|--------|
| Amount Carried Forward | | | | | |
| Amount Carried Forward | | | | | |
| 6 | <u>POWER SKIRTING</u> <i>Supply and Install 3/2 compartment power skirting complete with cover plates and accessories in the position Indicated on the Drawing.</i> | | | | |
| 6.1 | 3/2 Power skirting Compartment | Supply | m | 36 | |
| | | Install | m | 36 | |
| 6.2 | 15A 3-pin single SSO | Supply | No | 11 | |
| | | Install | No | 11 | |
| 6.3 | 15A 3-pin Non Standard SSO | Supply | No | 17 | |
| | | Install | No | 17 | |
| 6.4 | Network point | Supply | No | 17 | |
| | | Install | No | 17 | |
| 6.5 | Telephone point | Supply | No | 17 | |
| | | Install | No | 17 | |
| 7 | <u>CONDUIT</u> <i>Supply and install conduit cast into concrete or screed, chased into concrete or brickwork and surface mounted for the electrical and telephone installation including couplings, bushes, locknuts, cutting, bending, fixing, draw boxes etc. in accordance with the specification.</i> | | | | |
| 7.1 | 20mm dia PVC | Supply | m | 1000 | |
| | | Install | m | 1000 | |
| 7.2 | 25mm dia PVC | Supply | m | 600 | |
| | | Install | m | 600 | |
| 8 | <u>PVC INSULATED WIRE</u> <i>Supply and install 660/1000V grade PVC insulated wire into conduit, power skirting and wiring channel.</i> | | | | |
| 8.1 | 2.5mm ² | Supply | m | 6000 | |
| | | Install | m | 6000 | |
| 8.2 | 4mm ² | Supply | m | 4000 | |
| | | Install | m | 4000 | |
| 9 | <u>EARTH WIRE</u> <i>Supply and install stranded copper and earth wire in conduit, power skirting and wiring channel</i> | | | | |
| 9.1 | 2.5mm ² -bare | Supply | m | 3500 | |
| | | Install | m | 3500 | |
| 10 | <u>DRAW WIRES</u> Supply and install draw wire in conduit | | | | |
| 10.1 | Draw wire | Supply | m | 2000 | |
| | | Install | m | 2000 | |
| 11 | <u>WIRE MESH</u> <i>Supply & install wire mash for It & data cable position as indicated on the drawing.</i> | | | | |
| 11.1 | 150 mm Wire Mesh | Supply | m | 40 | |
| | | Install | m | 40 | |
| 12 | <u>PHOTO CELL</u> <i>Supply and install photocell as indicated in the position as indicated on the drawing.</i> | | | | |
| 12.1 | Photocell | Supply | No | 4 | |
| | | Install | No | 4 | |
| 13 | <u>LABELING</u> All the outlet points shall be labeled on the cover plates of the outlet point | | | | |
| | | | item | 1 | |
| Amount Carried Forward | | | | | |

Bill No 4 - LIBRARY

| Item | Description | Unit | Qty | Rate | Amount |
|-------------|--|-------------|------------|-------------|---------------|
| | Amount Carried Forward | | | | |
| | Amount Carried Forward | | | | |
| 14 | <u>ELECTRONIC INSTALLATIONS</u> CCTV Camera system | Sum | 1 | | |
| | TOTAL CARRIED TO SUMMARY | | | | |

Bill No 4 - MECHANICAL

| Item | Description | | Unit | Qty | Rate | Amount | |
|----------|---|---------|------|------------------------|------------------------|--------|--|
| | | | | Amount Carried Forward | | | |
| 1 | <u>Air Conditioner Units</u> | | | | | | |
| | Split Units - R410 Heat Pump Type Complete with mounting brackets, piping, insulation, electrical connection | | | | | | |
| A | Mid Wall Units | | | | | | |
| 1,1 | AC1: 2.63kw Cooling Capacity Mid Wall Unit | Supply | No | 1 | | | |
| | | Install | No | 1 | | | |
| 1,2 | AC2: 3.52kw Cooling Capacity Mid Wall Unit | Supply | No | 2 | | | |
| | | Install | No | 2 | | | |
| B | Ceiling Cassette Units | | | | | | |
| 1,3 | CC1: 10,5kw Cooling Capacity Cassette Unit | Supply | No | 7 | | | |
| | | Install | No | 7 | | | |
| 1,4 | CC2: 12.3kw Cooling Capacity Cassette Unit | Supply | No | 5 | | | |
| | | Install | No | 5 | | | |
| 1,6 | 25mm dia PVC drain pipe | Supply | m | 80 | | | |
| | | Install | m | 80 | | | |
| 2 | <u>Ducting</u> | | | | | | |
| | Galvanised steel ducting mounted in ceiling and from concrete slab above, complete with hangers, mounting brackets | | | | | | |
| 2,1 | 700 x 200 | Supply | m | 23 | | | |
| | | Install | m | 23 | | | |
| 2,2 | 500 x 200 | Supply | m | 13 | | | |
| | | Install | m | 13 | | | |
| | Ø150 | Supply | m | 26 | | | |
| | | Install | m | 26 | | | |
| | Ø150 take-off | Supply | No | 10 | | | |
| | | Install | No | 10 | | | |
| | 700 x 200 end cap | Supply | No | 1 | | | |
| | | Install | No | 1 | | | |
| | 500 x 200 end cap | Supply | No | 1 | | | |
| | | Install | No | 1 | | | |
| | 700 x 200 anodised aluminium weather louvre with pleated filter | Supply | No | 1 | | | |
| | | Install | No | 1 | | | |
| | 500 x 200 anodised aluminium weather louvre with pleated filter | Supply | No | 1 | | | |
| | | Install | No | 1 | | | |
| | 200 x 200 anodised aluminium weather louvre with pleated filter | Supply | No | 1 | | | |
| | | Install | No | 1 | | | |
| | 200 x 200 to Ø150 transformation | Supply | No | 1 | | | |
| | | Install | No | 1 | | | |
| | Ø150 flex duct | Supply | m | 30 | | | |
| | | Install | m | 30 | | | |
| 3 | <u>Extraction Fans</u> | | | | | | |
| | Wall mounted extraction fans complete with wiring and mounting brackets and connected to power | | | | | | |
| 3,1 | Fan-1: 100 l/s @ 30 Pa | Supply | No | 6 | | | |
| | | Install | No | 6 | | | |
| 3,2 | Anodised Aluminium Weather louvre (To fit Fan-1) | Supply | No | 6 | | | |
| | | Install | No | 6 | | | |
| 4 | <u>Hand Driers</u> | | | | | | |
| | Stainless steel, automatic complete with wiring and mounting brackets and connected to power | | | | | | |
| | 2500 Watt | Supply | No | 5 | | | |
| | | Install | No | 5 | | | |
| | | | | | Amount Carried Forward | | |

Bill No 4 - MECHANICAL

| Item | Description | Unit | Qty | Rate | Amount |
|---------------------------------|--|---------|-----|------|--------|
| Amount Carried Forward | | | | | |
| Amount Carried Forward | | | | | |
| 5 | <u>Hydroboil</u> Zip Hydroboil complete with wiring and mounting brackets, and connected to power and water | | | | |
| | 10 litre | Supply | No | 2 | |
| | | Install | No | 2 | |
| TOTAL CARRIED TO SUMMARY | | | | | |

**TENDER
DRAWINGS**