



**O.R. TAMBO  
DISTRICT MUNICIPALITY**

**TENDER NO: ORTDM SCMU 35-20/21**

**DESCRIPTION: PROSPERITY OFFICE PARK RENOVATIONS – PHASE 2**

**FEBRUARY 2021**

**Issued By:**

The Municipal Manager  
O. R Tambo District Municipality  
Private Bag X 6043  
MTHATHA  
5100

**Tel No:** (047) 501 64000

**Prepared By:**

Supply Chain Management Unit  
O. R. Tambo District Municipality  
Private Bag X 6043  
MTHATHA  
5100

**Tel No:** (047) 501 6400

**NAME OF BIDDER:** \_\_\_\_\_

**CSD SUPPLIER NUMBER:** \_\_\_\_\_

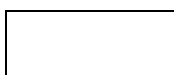
**EMAIL ADDRESS:** \_\_\_\_\_

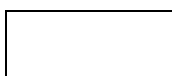
**TENDER AMOUNT:** \_\_\_\_\_

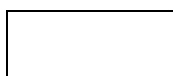
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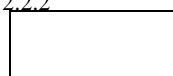
1. That you have read all the pages of the tender document. ....
2. That you have completed ALL the forms required to be completed .....  
in **NON-ERASEABLE INK**.
3. That your arithmetic calculation in the pricing schedule is correct. ....
4. That you have attached ALL necessary documentation relating to the  
Composition of the tendering entity, i.e. ....
  - (a) Company registration documents naming the shareholders and  
Directors / members of the company, close corporation etc
  - (b) Joint venture agreement, if tendering entity is a joint venture.
5. That the **COMPLETE** tender document is submitted. ....
6. That the **FORM OF OFFER** is completed in full and signed. ....
7. That ALL returnable documents are submitted. ....
8. That ALL returnable schedules are completed and signed. ....
9. Ensure that your tender is submitted by **12H00PM** on the closing date of the  
tender.

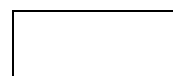
  
Contractor

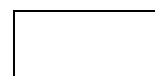
  
Witness 1

  
Witness 2

T2.2.2

  
Employer

  
Witness 1

  
Witness 2

## TENDERS ARE HEREBY INVITED FOR:

To ensure that your Tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and Tender rules contained in the Tender documents. Supporting documents must be sealed and externally endorsed **CONTRACT: ORTDM SCMU 35-20/21: PROSPERITY OFFICE PARK RENOVATIONS – PHASE 2** and be submitted in the tender box, Ground Floor, OR Tambo District Municipality, Nelson Mandela Drive, OR Tambo House, Myezo, Mthatha, not later than the closing date and time as stated.

The lowest or any Bid will not necessarily be accepted, and the OR Tambo District Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed as well as the right to accept a Tender in whole or part. Tenders will be adjudicated in accordance with the Supply Chain Management Policy of the OR Tambo District Municipality.

The following documents must be completed, signed (where applicable) and submitted as a complete set:

Document		Colour of pages
Number	Heading	
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Documents for tender evaluation purposes	Yellow
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	Yellow
C1.3	Operational Health & Safety Specification	Yellow
C1.4	ORTDM Supply Chain Management Policy	Yellow
C2.1	Pricing Instructions	Yellow
C2.2	Activity Schedule	Yellow
C3	Scope of Work	Blue
C4	Site Information	Green
C5	Additional Relevant Documents “Tender Drawings”	White

Contractor

Witness 1

Witness 2

T2.2.3

Employer

Witness 1

Witness 2

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for the Renovations and alterations of existing Prosperity Building for new O.R. Tambo District Municipality offices.

Project Number	Name and Description	CIDB Grading	Contract period
ORTDM SCMU 35-20/21	PROSPERITY OFFICE PARK RENOVATIONS – PHASE 2	3PE or 4GBPE or higher	4 months

A compulsory clarification meeting with representatives of the client will take place at 10H00, **Wednesday, 24 February 2021** at O.R Tambo District Municipality Offices, Myezo Park, Mthatha.

*The municipality will not repeat any matters already covered in the compulsory briefing meeting to the bidders who arrive more than 10 minutes late to the meeting, nor will it allow such bidders to complete the attendance register. Any bid received from a bidder who did not attend the briefing meeting and sign the attendance register will not be considered and will be returned to the bidder unopened.*

Bid documents may be downloaded on the e-Tender website ([www.etenders.gov.za](http://www.etenders.gov.za)), or on the O.R Tambo District Municipality website ([www.ortambodm.gov.za](http://www.ortambodm.gov.za)) at no Cost.

Bids must be completed tenders in black ink, enclosed in a sealed envelope and clearly marked with the “**Project number, project name and description**” must be placed in the tender box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than **12H00 on Wednesday, 17 March 2021**

*It must be expressly understood that the Municipality does not accept responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).*

Tender submissions will be opened in public at **12H00, 17 March 2021**. Bids will be opened at the Ground Floor, O.R. Tambo House, Myezo, Mthatha. The Municipality reserves the right not to accept the only or lowest priced tender or any tender at all, or to accept the whole or part of any tender.

### RETURNABLE DOCUMENTS TO BE SUBMITTED WITH THE BID:

- Original or certified copy of BBBEE certificate, or sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualified Small Enterprise (QSE);
- Certified copies of business registration documents, as issued by CIPC;
- Certified copy of identity documents of directors/ shareholders/ partners/ members, as the case may be.

### INVALID OR NON-SUBMISSION OF THE FOLLOWING RETURNABLE DOCUMENTS WILL DISQUALIFY A BID SUBMISSION:

- CSD supplier number;
- Proof of latest municipal rates and taxes statement indicating that rates and taxes are not in arrears for more than 3 months;
- Proof of registration with CIDB
- Proof of subcontracting at least 30% of the works to any designated enterprises, as stipulated in this document;
- Audited annual financial statements of the bidding entity (for projects in excess of R10 million);
- Unaudited financial statements for close corporations, as required by the close corporation Act (if applicable);
- Joint Venture agreement or consortium (in CIDB format), signed and initialled in each page (where applicable).

T2.2.4

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2



**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2000 (PPPFA)**  
**POINTS WILL BE AWARDED AS FOLLOWS: -**

**THE BIDS WILL BE EVALUATED IN THREE STAGES, NAMELY:**

- Stage 1 - Prequalification criteria
- Stage 2 - Functionality
- Stage 3 - Price and BBEE Points

**STAGE 1 – PRE-QUALIFICATION CRITERIA**

In terms of the Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2017, pre-qualification criteria for preferential procurement as specified in Regulation 4 will apply.

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by Black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by Black people who are women;
- (iv) an EME or QSE which is at least 51% owned by Black people living in rural or underdeveloped areas or townships;
- (v) a cooperative which is at least 51% owned by black people;
- (vi) an EME or QSE which is at least 51% owned by Black people who are military veterans;
- (vii) an EME or QSE.

Failure to meet the pre-qualification criteria will render a bid non-responsive, and such bid will be disqualified and not proceed to be evaluated further.

Item	Weight
<b>Stage 2 of Evaluation-Functionality</b>	<b>100</b>
• Company Experience with respect to similar projects	50
• Experience of key staff assigned to the contract	30
• Methodology	20
<b>Stage 3 of Evaluation- Price &amp; B-BBEE</b>	<b>100</b>
• B-BBEE	20
• Price	80

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

**Technical enquiries:** Mr. O. Zembe, 047 501 6499 or email: [onelezembe1@gmail.com](mailto:onelezembe1@gmail.com). All **Supply Chain Management enquiries** may be directed to Mr. S. Hopa, telephone number 047 501 6449 or email: [sakhiwoh@ortambodm.gov.za](mailto:sakhiwoh@ortambodm.gov.za) during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

T2.2.5

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

*Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality and the lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the O. R. Tambo District Municipality. A 80/20-point system shall apply where 80 points is for the price and 20 points is in terms of B-BBEE status level of contributor as follows:*

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

*Joint Ventures will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such BBBEE scorecard is prepared for every separate tender.*

**B. Mase**

**Acting Municipal Manager**

Contractor

Witness 1

Witness 2

T2.2.6

Employer

Witness 1

Witness 2

## T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annexure F of the 10 July 2015 edition of the **CIDB Standard for Uniformity in Construction Procurement**. The Standard Conditions of Tender Procurements make several references to the Tender Data for details that apply specifically to the Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

*Please note that the word “Client” is used in this document and referred to as “Employer” in the Standard Conditions of Tender document.*

Clause Number	
<b>F.1</b>	<b>General</b>
F.1.1	The Client is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha 5100
F.1.2	The Tender documents issued by the Client comprise:  <b>Tender</b> T1.1 Tender Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract  <b>Contract</b>  <b>Part 1: Agreements and Contract data</b> C1.1 Forms of Offer and Acceptance C1.2 Contract Data C1.3 Occupational health and safety specification C1.4 O.R. Tambo District Municipality’s Health and Safety Specification
	<b>Part 2: Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantities  <b>Part 3: Scope of Work</b> C3.1 Description of the Works C3.2 Applicable Standardised Specifications C3.3 Variations and Additions to the Standardised and Particular Specifications C3.5 Particular Specification Health and Safety C3.6 Particular Specification Environmental Management Plan C3.7 HIV/AIDS Specification C3.8 Contractors Report  <b>Part 4: Site Information</b> C4 Site information  <b>Part 5: Additional Relevant Documents</b>  <b>Part 6: Contract Drawings</b>

T2.2.7

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

F1.3	<b>Interpretation</b>
F.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
F.1.3.2	These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
F.1.4	<b>Communication:</b> Communication with all stakeholders shall be through the O. R. Tambo Municipality's District Engineer. Communication's shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer.
	Contact person: Mr. O. Zembe Tel: 047 501 6499
F.1.5	<b>Cancellation and Re-Invitation of Tenders</b>
F.1.5.1	<b>An organ of state may, prior to the award of the tender, cancel a tender if-</b> (a) Due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) Funds are no longer available to cover the total envisaged expenditure; or (c) No acceptable tenders are received.  The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.
F.1.5.2	
F.1.6	<b>Procurement procedures</b>
F.1.6.1	A contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
F.2	<b>Tenderer's obligations</b>
F.2.1.1	<b>Eligibility</b> Only those tenders who are registered with CIDB and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.1.2	<b>CIDB Grading</b> The required CIDB grading for this project is 3GBPE or 4GBPE or higher.
F.2.2	<b>Cost of tendering</b> Accept that the Employer will not compensate the tenderers for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	<b>Confidentiality and copyright</b> Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	<b>Reference documents</b> Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F.2.6	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	Tenderers must be represented at the clarification meeting by a person who is suitably qualified and Experienced to comprehend the implications of the work involved.

T2.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The tenderer's representative must sign the attendance register in the name of the tendering entity and ensure that they have obtained the site inspection certificate.</p> <p>The arrangements for a <b>compulsory clarification meeting</b> are:</p>	
	<p><b>Date:</b> 24 February 2021</p> <p><b>Starting time:</b> 10H00</p>	<p><b>Location:</b> O.R Tambo District Municipality Offices, Myezo Park, Mthatha</p>
F.2.8	<p><b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.</p>	
F.2.10	<p><b>Pricing the tender</b></p>	
F.2.10.1	<p>Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.</p>	
F.2.10.2	<p>Show VAT payable by the employer separately as an addition to the tendered total of the prices.</p>	
F.2.10.3	<p>Provide rates and prices that are fixed for the duration of the Contract, and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p>	
F.2.10.4	<p>State the rates and prices in South African Rand</p>	
F.2.11	<p><b>Alterations to documents</b> Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>	
F.2.12	<p><b>Alternative tender offers</b> Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.</p>	
F.2.13.5	<p>The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p><b>Location of Tender box:</b> Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape.</p> <p><b>Physical address:</b> O. R. Tambo House, Nelson Mandela Drive, Mthatha</p>	
F.2.14	<p><b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>	
F.2.15	<p><b>Closing time</b> The closing times for submission of Tenders are <b>12H00, 17 March 2021 date.</b></p>	
F.2.15	<p>Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will <b>not</b> be accepted.</p>	
F.2.16	<p><b>Tender offer validity</b> The Tender offer validity period is 90 Days as stated in the tender data.</p>	
F.2.17	<p><b>Clarification of tender offer after submission</b> The tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>	
F.2.18	<p><b>Provide other material</b> The tenderer shall, when requested by the Employer to do so, Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be</p>	

T2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
F.2.20	<b>Submit securities, bonds, policies</b> Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.23	<b>The tenderer is required to submit with his tender:</b> (1) an original Tax Verification Pin issued by the South African Revenue Services; and (2) Certified copy of the original of all the Companies / CC Registration documents. (3) Joint Venture Agreement where applicable in CIDB format (signed and initialed on each page). (4) Proof of registration with CIDB (5) Certified copies of the original green bar-coded ID copies of Members of the companies.
F.3	<b>The employer's undertakings</b>
F.3.1	<b>Respond to requests from the tenderer</b>
F.3.1.1	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.2	<b>Issue Addenda</b> If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
F.3.4	<b>Opening of tender submissions</b>
F.3.4.1	The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
F.3.4.3	The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.
F.3.6	<b>Non-disclosure</b> The client shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.7	<b>Grounds for rejection and disqualification</b> Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
F3.9	<b>Arithmetical errors, omissions and discrepancies</b>
F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) The summation of the prices.
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

T2.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate 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 be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
F.3.10	<p><b>Clarification of a tender offer</b></p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
F3.11	<p><b>Evaluation of tender offers</b></p> <p><i>Replace the contents of the entire sub-clause with the following:</i></p> <p>The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer &amp; Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined <b>BUT</b> the prerequisite will be to obtain at least <b>60 points</b> for quality (functionality), which will be explained in Stage 1 below.</p> <p>Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid.</p> <p>C. First stage in evaluation: Compliance with Bid Rules and other Requirements The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.</p> <ul style="list-style-type: none"> <li>• The form of Offer and acceptance</li> <li>• Audited financial statements for any tender price over R10million</li> <li>• Certified company registration documents and ID of members</li> <li>• Form C: Compulsory Enterprise Questionnaire</li> <li>• Form D: Certificate of Authority for Signature</li> <li>• Form E: Amendments, Qualifications and Alternatives</li> <li>• Form H: Certificate of Good Standing</li> <li>• Form I: Relevant experience</li> <li>• Form J: Details of key staff and CVs</li> <li>• Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>• All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc.</li> <li>• Addenda issued during the bid period, if any.</li> <li>• The pricing schedules</li> </ul> <p>Failure to supply the required information will compromise the bid</p> <p>D. Next Stage in Evaluation: Pre-qualification; Quality / Functionality; Price &amp; BBBEE Status Level The next state in the evaluation process will consist of three stages, as follows:</p> <p><b>STAGE 1: PRE-QUALIFICATION CRITERIA</b> In terms of the Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2017, pre-qualification criteria for preferential procurement as specified in Regulation 4 will apply. Tenderers must comply with the requirement to subcontract a minimum 30% of these works to either of the following enterprises:</p> <ol style="list-style-type: none"> <li>an EME or QSE which is at least 51% owned by black people;</li> <li>an EME or QSE which is at least 51% owned by Black people who are youth;</li> <li>an EME or QSE which is at least 51% owned by Black people who are women;</li> <li>an EME or QSE which is at least 51% owned by Black people living in rural or</li> </ol>

T2.2.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>underdeveloped areas or townships;</p> <p>(v) a cooperative which is at least 51% owned by black people;</p> <p>(vi) an EME or QSE which is at least 51% owned by Black people who are military veterans;</p> <p>(vii) an EME or QSE.</p> <p><b>Failure to meet the pre-qualification criteria will render a bid non-responsive, and such bid will be disqualified and not proceed to be evaluated further.</b></p> <p><b>STAGE 2: FUNCTIONALITY/QUALITY EVALUATION</b></p> <table border="1"> <thead> <tr> <th>ITEM</th><th>WEIGHT</th></tr> </thead> <tbody> <tr> <td>Functionality (see detailed criteria below)</td><td>100</td></tr> <tr> <td>• Company Experience with respect to similar projects</td><td>50</td></tr> <tr> <td>• Experience of key staff assigned to the contract</td><td>30</td></tr> <tr> <td>• Methodology</td><td>20</td></tr> <tr> <td></td><td></td></tr> </tbody> </table> <p>Only bidders who score <b>60 points or more</b> on stage 1 will be evaluated further and therefore eligible for award.</p> <p>The maximum score for functionality shall be 100, distributed as follows:  <b>Tender functionality / quality claimed</b></p>	ITEM	WEIGHT	Functionality (see detailed criteria below)	100	• Company Experience with respect to similar projects	50	• Experience of key staff assigned to the contract	30	• Methodology	20			
ITEM	WEIGHT													
Functionality (see detailed criteria below)	100													
• Company Experience with respect to similar projects	50													
• Experience of key staff assigned to the contract	30													
• Methodology	20													
	Category of Quality / Functionality	Maximum tender evaluation points provided												
<b>B1.1</b>	<b>Experience on similar projects</b>	<b>50</b>												
	<p>Tenderer has completed at least Building Construction Projects whose contract value is at least R 8 Million.</p> <p><b>Copies of Certificate of Completion MUST be submitted with the bid. No points will be awarded where Certificates of Completion have not been submitted with the Bid.</b></p> <p>Bidders submitting Five completion certificates – 50 points  Bidders submitting Four completion certificates – 40 points  Bidders submitting Three completion certificates – 30 points  Bidders submitting Two completion certificates – 20 points  Bidders Submitting One completion certificate – 10 points</p>	50												
	<p>Tenderer has completed at least Building Construction Projects whose contract value is at least R 6 Million.</p> <p><b>Copies of Certificate of Completion MUST be submitted with the bid. No points will be awarded where Certificates of Completion have not been submitted with the Bid.</b></p> <p>Bidders submitting Two completion certificates – 20 points  Bidders Submitting One completion certificate – 10 points</p>	20												
	No previous building renovations projects completed or completed projects all below R6 Million.	0												

T2.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>B1.2</b>	<b>Experience of key personnel</b>	<b>30</b>
	Experience of key personnel (NB no key personnel member may be assigned more than one duty on the Contract; i.e. different personnel must be assigned for each of the following key positions) <b>Contracts Manager = ND Civil Engineering/ Building or Quantity Surveying/ Construction Management,</b> <b>Site Agent / Foreman = N6 Civil Engineering, / Building or Quantity Surveying/ Construction Management,</b> <b>Health &amp; Safety Officer = N6 + OHS Course / Certificate</b>	
	<b>Contract Manager:</b>	
	The proposed Contract Manager has sufficient levels of project specific education, training and verifiable experience (e.g. JBCC contract, building education, etc.), and. at least 10 years' verifiable experience on the construction of buildings projects. The Contracts Manager also has a minimum qualification of a national diploma in the built environment programmes of Building/Quantity Surveying or Civil Engineering	20
	The proposed Contracts Manager has sufficient levels of project specific education, training and verifiable experience (e.g. JBCC contract, building education, etc.), and. at least 5 years' verifiable experience on the construction of buildings projects. The Contracts Manager also has a minimum qualification of a national diploma in the built environment programmes of Building/Quantity Surveying or Civil Engineering	10
	The proposed Contracts Manager has limited levels of project specific education, training and verifiable experience (e.g. JBCC contract, building education, etc.), and between 2- and 5-years' verifiable experience on the construction of building projects.	5
	<b>Site Agent:</b>	
	The proposed Site Agent has limited levels of project specific education, training and verifiable experience (e.g. JBCC contract, building education, etc.), and between 3- and 5-years' verifiable experience on the construction of building projects.	5
	No Contracts Manager and/or Site Agent proposed, or proposed Contracts Manager and/or Site Agent has less than 5 years and 3-years, respectively, of experience on building construction projects.	0
	<b>Health &amp; Safety Officer</b>	
	Suitably qualified with 5 years or more experience as an Occupational Health & Safety (OHS) Officer to be permanently on Site with SAMTRAC or diploma in OHS and proof of registration with South African Council for the Project and Construction Management Professions. (CV and Certificates to be attached)	5
	Suitably qualified with 4 years' experience as an Occupational Health & Safety (OHS) Officer to be permanently on Site with SAMTRAC or diploma in OHS and proof of registration with South African Council for the Project and Construction Management Professions. (CV and Certificates to be attached)	4
	Suitably qualified and with 2 years or less experience as an Occupational Health & Safety (OHS) Officer to be permanently on Site with SAMTRAC or diploma in OHS and proof of registration with South African Council for the Project and Construction Management Professions. (CV and Certificates to be attached)	2
	No OHS Officer proposed.	0

T2.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>B1.3</b>	<b>Methodology</b>	<b>20</b>
	Presentative methodology approach with works programme and Cash flow projections	20
	Presentative method approach with works programme	15
	Presentative method approach	5
	Bidder has submitted no method statement or cash flows and works programme	0

Contractor

Witness 1

Witness 2

T2.2.14

Employer

Witness 1

Witness 2

	<p><b>STAGE 3: EVALUATION FOR PRICE AND PREFERENCE (80/20)</b>          The procedure for Stage 2 of evaluation of responsive tenders is <b>Method 2</b></p> <p><b>a) PRICE: ..... 80</b></p> <p><b>a) B-BBEE STATUS LEVEL OF CONTRIBUTION: ..... 20</b></p> <p><b>Points Awarded for Price (Ps)</b></p> <p>A total of 80 points will be awarded to the Tenderer with the lowest balanced price. The <b>other tenders will be awarded points on the ratio to bench mark price as follows:</b></p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration</p> <p>Pt = Rand value of bid under consideration</p> <p>Pmin = Rand value of lowest acceptable bid</p> <p><b>b) Points awarded for B-BBEE Status Level of Contribution</b></p> <p>In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contributor</th><th style="text-align: center;">Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">20</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">18</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">14</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">12</td></tr> <tr><td style="text-align: center;">5</td><td style="text-align: center;">8</td></tr> <tr><td style="text-align: center;">6</td><td style="text-align: center;">6</td></tr> <tr><td style="text-align: center;">7</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">2</td></tr> <tr> <td style="text-align: center;"><b>Non-compliant Contributor</b></td><td style="text-align: center;">0</td></tr> </tbody> </table> <p>The total calculated points will be rounded to the second decimal place.</p>	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	<b>Non-compliant Contributor</b>	0
B-BBEE Status Level of Contributor	Number of points (80/20 system)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
<b>Non-compliant Contributor</b>	0																				
<b>F.3.13</b>	<b>Acceptance of tender offer</b>																				
<b>F.3.13.1</b>	<p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <ul style="list-style-type: none"> <li>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,</li> <li>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,</li> <li>c) has the legal capacity to enter into the contract,</li> <li>d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</li> <li>e) complies with the legal requirements, if any, stated in the tender data, and</li> <li>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</li> </ul>																				
	<p>Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a</p>																				

T2.2.15

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

	contract between the employer and the successful tenderer as described in the form of offer and acceptance.
F.3.14	<b>Notice to unsuccessful tenderers</b> After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality's website: <a href="http://www.ortambodm.org.za">www.ortambodm.org.za</a> by listing the successful tender.
F.3.15	<b>Prepare contract documents</b> If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: <ul style="list-style-type: none"> <li>a) addenda issued during the tender period,</li> <li>b) inclusion of some of the returnable documents,</li> <li>c) other revisions agreed between the employer and the successful tenderer, and</li> <li>d) The schedule of deviations attached to the form of offer and acceptance, if any.</li> </ul>
F.3.16	<b>Issue final contract</b> Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

## T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

T2.2 Returnable Documents required for Tender evaluation purposes		
1	Form 2.2.1	General Information of the Tenderer
2	Form 2.2.2	Authority for Signatory
3	Form 2.2.3	Schedule of Previous Experience
4	Form 2.2.4	Schedule of Current Projects
5	Form 2.2.5	Declaration of good standing regarding tax
6	Form 2.2.6	Certificate of Attendance at Site Meeting
7	Form 2.2.7	Proposed Key Personnel
8	Form 2.2.8	Schedule Equipment to be used
9	Form 2.2.9	Schedule of Proposed Sub-Contractors
10	Form 2.2.10	Financial References

T2.3 Returnable Documents that will be incorporated into the contract		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form

Contractor

Witness 1

Witness 2

T2.2.16

Employer

Witness 1

Witness 2

<b>T2.2    RETURNABLE DOCUMENTS</b>
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**RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

Form 2.2.1	General Information of Tenderer
Form 2.2.2	Authority of Signatory
Form 2.2.3	Schedule of Previous Experience
Form 2.2.4	Schedule of Current Projects
Form 2.2.5	Declaration of good standing regarding tax
Form 2.2.6	Registration on the Central Supplier Database
Form 2.2.7	Certificate of Attendance at Site Meeting
Form 2.2.8	Proposed Key Personnel
Form 2.2.9	Schedule of Proposed Sub-consultants
Form 2.2.10	Financial References
Form 2.2.11	Declaration of interest

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*Contractor*

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*Witness 1*

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*Witness 2*

T2.2.17

--

*Employer*

--

*Witness 1*

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*Witness 2*

## FORM 2.2.1      GENERAL INFORMATION OF TENDERER

1. **Name of Tenderer:** .....

2. **Contact details**

Address : .....

Tel no : .....

Fax no : .....

Cell no : .....

E-mail address: .....

3. **Legal entity: Mark with an X.**

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. **Income tax reference number:**

.....  
(in case of a joint venture, provide for all joint venture members)

5. **Municipal services area where the enterprise is registered:**

.....  
(in case of a joint venture, provide for all joint venture members)

6. **Company / close corporation Registration Number:**

.....  
(in case of a joint venture, provide for all joint venture members)

Contractor

Witness 1

Witness 2

T2.2.18

Employer

Witness 1

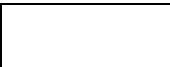
Witness 2

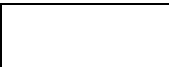
**7. VAT Registration number:**

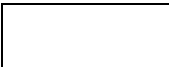
.....  
(in case of a joint venture, provide for all joint venture members)

**8. CIDB registration number:**


.....  
(in case of a joint venture, provide for all joint venture members)

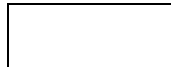
  
Contractor

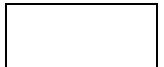
  
Witness 1

  
Witness 2

T2.2.19

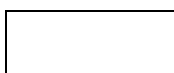
  
Employer

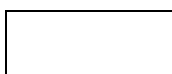
  
Witness 1

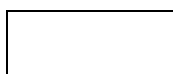
  
Witness 2

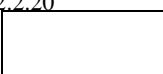
## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

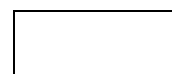
1. For Closed Corporations  
**Certified copies of CK1 or CK2 as applicable (Founding Statement)**
2. For Companies  
**Certified copies of Shareholders register**
3. ID copies  
**Certified ID Copies for members**
4. CIDB registration  
**Proof of registration with CIDB**
5. CSD registration  
**Proof of registration with Central Supplier Database**
6. For Joint Venture Agreements  
**Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.**
7. Copy of the latest municipal service account where enterprise is registered
8. Central Supplier Database Summary Report

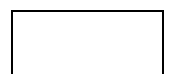
  
Contractor

  
Witness 1

  
Witness 2

T2.2.20  
  
Employer

  
Witness 1

  
Witness 2



## FORM 2.2.2 AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date).....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract

Number .....and any Contract which may arise

there from on behalf of .....  
(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

Contractor

Witness 1

Witness 2

T2.2.21

Employer

Witness 1

Witness 2

**FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner  CIDB registration no ..... ....		Signature. . . . . . Name ..... Designation.....
  CIDB registration no ..... ....		Signature. . . . . . Name ..... Designation.....
  CIDB registration no ..... ....		Signature. . . . . . Name ..... Designation.....
  CIDB registration no ..... ....		Signature. . . . . . Name ..... Designation.....

T2.2.22

Contractor

Witness 1

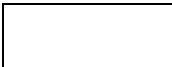
Witness 2

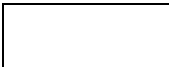
Employer

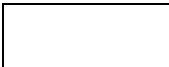
Witness 1

Witness 2

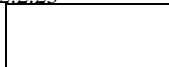
**ATTACH HERETO THE DULY SIGNED AND DATED  
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF  
SIGNATORY ON COMPANY LETTERHEAD**

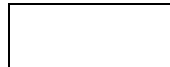
  
Contractor

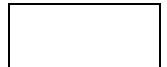
  
Witness 1

  
Witness 2

T2.2.23

  
Employer

  
Witness 1

  
Witness 2

**FORM 2.2.3****SCHEDULE OF PREVIOUS EXPERIENCE**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

**(OPERATION AND MAINTENANCE PROJECTS).**

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

Contractor

Witness 1

Witness 2

T2.2.24

Employer

Witness 1

Witness 2

**FORM 2.2.4****SCHEDULE OF CURRENT PROJECTS**

Provide the following information on current relevant projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

Contractor

Witness 1

Witness 2

T2.2.25

Employer

Witness 1

Witness 2

## FORM 2.2.5 DECLARATION OF GOOD STANDING REGARDING TAX

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: .....
	Closing Date: .....
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>	
<b>PARTICULARS</b>	
1. Name of Taxpayer/Tenderer: .....	
2. Trade Name: .....	
3. Identification Number: (If applicable)	<div style="border: 1px solid black; width: 100px; height: 15px;"></div>
4. Company / Close Corporation registration number:	<div style="border: 1px solid black; width: 100px; height: 15px;"></div>
5. Income Tax reference number:	<div style="border: 1px solid black; width: 100px; height: 15px;"></div>
6. VAT registration number: (If applicable)	<div style="border: 1px solid black; width: 100px; height: 15px;"></div>
7. PAYE employer's registration number: (If applicable)	<div style="border: 1px solid black; width: 100px; height: 15px;"></div>
8. Monetary value of Bid:	<div style="border: 1px solid black; width: 150px; height: 15px;"></div>
<b>DECLARATION</b>	
<p>I, ..... the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*</p>	
..... <b>SIGNATURE</b>	..... <b>CAPACITY</b>
	..... <b>DATE</b>
<p><b>PLEASE NOTE:*</b> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.</p>	

Contractor

Witness 1

Witness 2

T2.2.26

Employer

Witness 1

Witness 2

**ATTACH ORIGINAL**  
**VALID TAX VERIFICATION PIN**

*Contractor*

*Witness 1*

*Witness 2*

T2.2.27

*Employer*

*Witness 1*

*Witness 2*

## FORM 2.2.6 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE

Attach proof of registration with the Central Supplier Database. **This information is material to the award of the Contract.**

**ATTACHED CERTIFICATE PROOF OF REGISTRATION ON THE NATIONAL CENTRAL SUPPLIER DATABASE**



*Contractor*

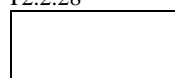


*Witness 1*



*Witness 2*

T2.2.28



*Employer*



*Witness 1*



*Witness 2*



## FORM 2.2.7 CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I, ..... (Name)  
duly authorised representative of  
.....(Tenderer)

Address: .....

Date: ..... Visited the site on .....(date) in  
the presence of .....(Employer's Agent)

**I have made myself familiar with the sites and all the local conditions likely to influence the work and the cost thereof.**

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

\_\_\_\_\_  
REPRESENTATIVE OF EMPLOYER

\_\_\_\_\_  
REPRESENTATIVE OF TENDERER

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

T2.2.29  
\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## FORM 2.2.8      PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel **(including first nominee and the second-choice alternate) including CV's**, whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

No	Name	Qualification	Designation	YEARS WITH CURRENT COMPANY

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

Contractor

Witness 1

Witness 2

T2.2.30

Employer

Witness 1

Witness 2

**FORM 2.2.9****SCHEDULE OF PROPOSED SUB-CONTRACTORS**

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB- CONTRACTORS

**NB: It is a Condition of Contract that a minimum of 30% of the construction work shall be subcontracted to QSEs and EMEs as contemplated in the ‘The Broad-Based Black Economic Empowerment Act (No. 53 of 2003) as amended by B-BBEE Act 46 of 2013 (The Act)’. The Contractor shall take all reasonable and practical measures to support, mentor, train, upskill and supervise such subcontractors as envisaged in the Strategic Objectives of the Amended Construction Sector Code.**

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

Contractor

Witness 1

Witness 2

T2.2.31

Employer

Witness 1

Witness 2

## FORM 2.2.10 FINANCIAL REFERENCES

### FINANCIAL STATEMENTS

I/We agree to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

### DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)									
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

Contractor

Witness 1

Witness 2

T2.2.32  
Employer

Witness 1

Witness 2

**ATTACH AUDITED**  
**FINANCIAL STATEMENTS**

T2.2.33

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM 2.2.11 MUNICIPAL BIDDING DOCUMENTS**

**MBD 1**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O.R. TAMBO DISTRICT MUNICIPALITY</b>					
<b>BID NUMBER:</b>	ORTDM SCMU 35-20/21	<b>CLOSING DATE:</b>	17 March 2021	<b>CLOSING TIME:</b>	12H00
<b>DESCRIPTION:</b>	PROSPERITY OFFICE PARK RENOVATIONS – PHASE 2				

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

**TENDER BOX, GROUND FLOOR, O.R. TAMBO DISTRICT MUNICIPALITY BUILDING**

**NELSON MANDELA DRIVE**

**MYEZO PARK, MTHATHA, EASTERN CAPE**

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>TAX COMPLIANCE STATUS</b>	<b>TCS PIN:</b>		<b>CSD No:</b>		
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			<b>TOTAL BID PRICE</b>	<b>R</b>	
<b>SIGNATURE OF BIDDER</b>	..... _____		<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
<b>DEPARTMENT</b>	SCM DEPARTMENT		<b>CONTACT PERSON</b>	MR.O. ZEMBE	
<b>CONTACT PERSON</b>	MR. SAKHIWO HOPA		<b>TELEPHONE NUMBER</b>	047 501 6499	
<b>TELEPHONE NUMBER</b>	047 501 6448/6449		<b>FACSIMILE NUMBER</b>	N/A	
<b>FACSIMILE NUMBER</b>	N/A		<b>E-MAIL ADDRESS</b>	<a href="mailto:onelekazembe1@gmail.com">onelekazembe1@gmail.com</a>	
<b>E-MAIL ADDRESS</b>	<a href="mailto:sakhiwoh@ortambodm.gov.za">sakhiwoh@ortambodm.gov.za</a>				

T2.2.34

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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Contractor	Witness 1	Witness 2	T2.2.35 Employer	Witness 1	Witness 2

**DECLARATION OF INTEREST**

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

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

.....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....  
.....

3.4 Company Registration Number:

.....

3.5 Tax Reference Number:

.....

3.6 VAT Registration Number:

.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish

particular.....

.....

..... <sup>1</sup> MSCM Regulations: "in the service of the state" means to be –  
(a) a member of –

Contractor

Witness 1

Witness 2

T2.2.36

Employer

Witness 1

Witness 2



- I. any municipal council;
- II. any provincial legislature; or
- III. the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? .....**YES / NO**

3.10.1 If yes, furnish particulars

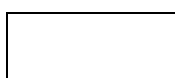
3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

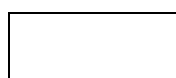
3.11.1 If yes, furnish particulars.....

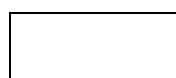
3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state ..... **YES / NO**

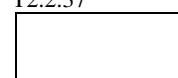
3.12.1 If yes, furnish particular.....

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

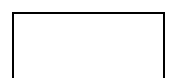
  
Contractor

  
Witness 1

  
Witness 2

T2.2.37  
  
Employer

  
Witness 1

  
Witness 2

3.13.1 If yes, furnish particulars

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?.....**YES / NO**

3.14.1 If yes, furnish particulars

.....

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

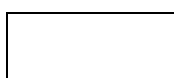
Full name	Identity number	State employee number

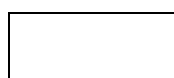
.....  
**Signature**

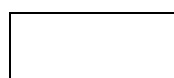
.....  
**Date**

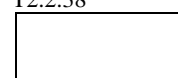
.....  
**Capacity**

.....  
**Name of Bidder**

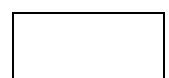
  
Contractor

  
Witness 1

  
Witness 2

T2.2.38  
  
Employer

  
Witness 1

  
Witness 2

# DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details: ..... ..... ..... ..... .....		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?		
3.1	If yes, provide details:		

T2.2.39

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--	--

NO .	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
4.	Will any portion of the goods of services 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 outside of the Republic?		
4.1	If yes, provide details: <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		

Contractor

Witness 1

Witness 2

T2.2.40

Employer

Witness 1

Witness 2

## CERTIFICATION

I, .....(NAME) THE  
UNDERSIGNED CERIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

T2.2.41

Employer

Witness 1

Witness 2

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public
  - d. sector contract during the past five years; or
  - e. 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><b>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?</b>            (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p><b>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b>            The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p><b>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?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

T2.2.42

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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

Contractor

Witness 1

Witness 2

T2.2.43  
  
 Employer

Witness 1

Witness 2

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Contractor

Witness 1

Witness 2

T2.2.44

Employer

Witness 1

Witness 2



# CERTIFICATE OF INDEPENDENT BID DETERMINATION

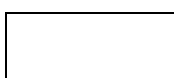
I, the undersigned, in submitting the accompanying bid: **PROJECT NO.: ORTDM SCMU 35-20/21: PROSPERITY OFFICE PARK RENOVATIONS – PHASE 2** in response to the invitation for the bid made by: **O.R. TAMBO DISTRICT MUNICIPALITY** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

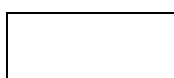
that:

(Name of Bidder)

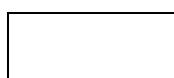
1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.



Contractor

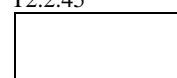


Witness 1

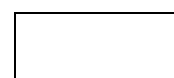


Witness 2

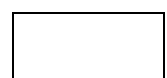
T2.2.45



Employer



Witness 1



Witness 2

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

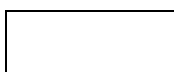
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms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

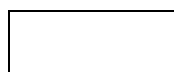
.....  
Signature

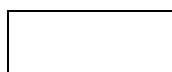
.....  
Date

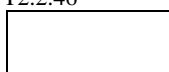
.....  
Position

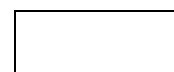
.....  
Name of Bidder

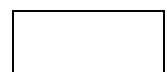
  
Contractor

  
Witness 1

  
Witness 2

T2.2.46  
  
Employer

  
Witness 1

  
Witness 2

<b>T2.3    RETURNABLE DOCUMENTS</b>
-------------------------------------

**RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

Form 2.3.1    Record of Addenda to Tender Documents  
Form 2.3.2    Procurement Form

T2.2.47

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*Contractor*

--

*Witness 1*

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*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*

**FORM 2.3.1      RECORD OF ADDENDA TO TENDER DOCUMENTS**

(Addenda received from Employer's Agent for amendments on Tender Documentation)

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

Contractor

Witness 1

Witness 2

T2.2.48

Employer

Witness 1

Witness 2

## FORM 2.3.2      PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

### DEFINITIONS

**“Acceptable Tender”** means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

**“Council”** refers to the OR TAMBO DISTRICT Municipality.

**“Equity ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

**“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

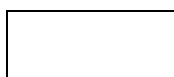
**“Historically disadvantaged individuals (HDIs)”** means all South African citizens –


- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.


**“SMME’s”** (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME’s for different economic sectors.

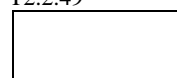
Tenders are adjudicated in terms of NDM Procurement Policy, and the following framework is provided as a guideline in this regard.


### 1. Technical adjudication and General Criteria


  
Contractor

  
Witness 1

  
Witness 2

T2.2.49  
  
Employer

  
Witness 1

  
Witness 2

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Verification Pin. (**Only valid tax verification pin** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. Pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Form of Offer not completed.
- 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.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (ORTDM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- 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.

## 2. Size of enterprise and current workload

Evaluation of the Tenderer’s position in terms of:

<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> Contractor	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> Witness 2	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> T2.2.50 Employer	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 25px; margin: 0 auto;"></div> Witness 2
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- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

### 3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

### 4. Financial ability to execute the contract:

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

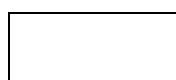
### 5. Good standing with SA Revenue Services

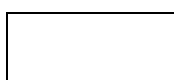
- Determine whether an original valid tax verification pin has been submitted.
- The Tenderer must affix an original valid Tax Verification Pin to page T2.2.9 of the Tender document.

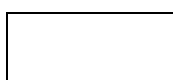
### 6. Penalties

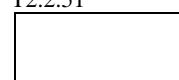
The O.R. Tambo District Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

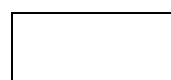
- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders and directors on obtaining any business from the O.R. Tambo District Municipality for a period of 5 years.

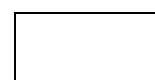
  
Contractor

  
Witness 1

  
Witness 2

T2.2.51  
  
Employer

  
Witness 1

  
Witness 2

### **DECLARATION**

I/We the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the OR Tambo District Municipality that the claims are correct.

If the claims are found to be inflated, the OR Tambo District Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the OR Tambo District Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the OR Tambo District Municipality may suffer by having to make less favourable arrangements after such cancellation.

#### **Signature of Tenderer**

Signed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2021

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For the tenderer


#### **WITNESSES:**

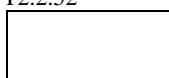
1. \_\_\_\_\_


2. \_\_\_\_\_


  
Contractor

  
Witness 1

  
Witness 2

T2.2.52  
  
Employer

  
Witness 1

  
Witness 2



C1      AGREEMENTS AND CONTRACT DATA

- C1.1    Form of Offer and Acceptance
- C1.2    Contract Data
- C1.3    Special Condition
- C1.4    Occupational Health and Safety Specification
- C1.5    Supply Chain Management Policy

Contractor

Witness 1

Witness 2

T2.2.53

Employer

Witness 1

Witness 2

**FORM C1.1****FORM OF OFFER AND ACCEPTANCE****FORM OF OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PROJECT: ORTDM SCMU 35-20/21: PROSPERITY OFFICE PARK RENOVATIONS – PHASE 2**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....

.....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.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the  
tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date

Contractor

Witness 1

Witness 2

T2.2.54

Employer

Witness 1

Witness 2

**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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Relevant Documentation
- Part 6 Contract Drawings

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data, including the proposed key personnel and any addenda thereto 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 duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason

T2.2.55

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the  
tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date

Contractor

Witness 1

Witness 2

T2.2.56

Employer

Witness 1

Witness 2

## 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 becomes 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.

### 1 Subject

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Details

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### 2 Subject

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Details

---

### 3 Subject

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Contractor

Witness 1

Witness 2

T2.2.57

Employer

Witness 1

Witness 2

Details

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4      **Subject**

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Details

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5      **Subject**

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Details

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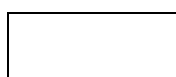
6      **Subject**

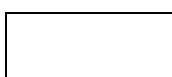
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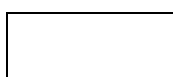
Details

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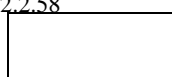
By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the 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.

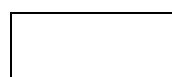
  
Contractor

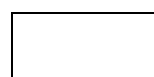
  
Witness 1

  
Witness 2

T2.2.58

  
Employer

  
Witness 1

  
Witness 2

**FOR THE TENDERER:**

Signatures (s)

\_\_\_\_\_

Name(s)

\_\_\_\_\_

Capacity

\_\_\_\_\_

\_\_\_\_\_

—

(Name and address of Organisation)

Name      &      Signature      Of      Witness \_\_\_\_\_      Date

\_\_\_\_\_

**FOR THE EMPLOYER**

Signatures \_\_\_\_\_ (s)

Name(s)

\_\_\_\_\_

Capacity

\_\_\_\_\_

\_\_\_\_\_

—

(Name and address of Organisation)

Name                      &                      Signature                      Of                      Witness

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

T2.2.59

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

## FORM C1.2 CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

The contract data of this contract are:

C1.2.1 Conditions of Contract

C1.2.2 Data provided by the Employer

C1.2.1 Conditions of Contract

The following standardized General Conditions of Contract:

**The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.**

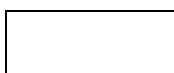
**Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.**

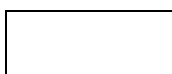
### **CONTRACT VARIABLES**

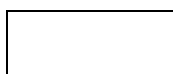
#### **THE SCHEDULE**

The **schedule** contains all the variables referred to in this document and is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **contractor**. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this **agreement**.

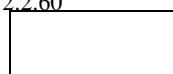
Spaces requiring information must be filled in, shown as “**not applicable**” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in *//* brackets.

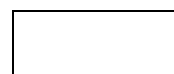
  
Contractor

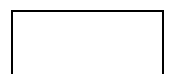
  
Witness 1

  
Witness 2

T2.2.60

  
Employer

  
Witness 1

  
Witness 2



## CONDITIONS OF BID ACCEPTANCE BY CLIENT

### Post Bid Information:

For administrative reasons, OR Tambo District Municipality can only consider accepting your offer upon receipt of the following documentation within twenty-one (21) calendar days of the appointment date:

- Proof of having Works, Public Liability and/or support insurance cover.
- Submission of a Construction Safety, Health and Environmental Plan.

(NOTE: Should a contractor fail to provide the employer with the selected security within **twenty one (21) calendar days** from the commencement date, the security in terms of clause 14.7 of the JBCC Principal Agreement Policy shall be deemed to have been selected).

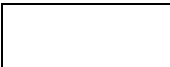
In addition to the above, the priced Bills of Quantities must be given to the Municipalities Project Manager.

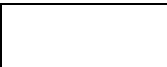
If all of the above documentation is found to be acceptable and provided within the stipulated period, the Project Manager or Quantity Surveyor would arrange a meeting with the Manager: Contract Management (SCM) wherein all the necessary documents pertaining to the formalising of the contract would be concluded i.e. signing of JBCC Agreement, etc. The contractor is required to produce certified copies of his/her identification document at the said meeting.

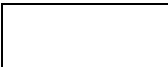
Once the afore mentioned is concluded, a copy of the signed original Form of Offer and Acceptance including the Schedule of Deviations (if any) will be furnish to you at the site handover and that day will be regarded as the "commencement date" of the contract.

**Failure to provide these documents constitutes a repudiation of the contract.**


Clause	PRE-TENDER INFORMATION
42.0	Part 1: Contract Data completed by the Employer
42.1	CONTRACTING AND OTHER PARTIES
42.1.1  [1.2]	Employer: OR TAMBO DISTRICT MUNICIPALITY Postal address: PRIVATE BAG X6043 MTHATHA 5100 Tel: 047 501 6400                      Fax: 047 495 0459 Physical address: OR TAMBO HOUSE, NELSON MANDELA DRIVE, MYEZO PARK, MTHATHA
42.1.2 [5.1]	Principal Agent: BEACON CONSULTING ENGINEERS Agent's service: PRINCIPAL AGENT Postal address: 37 Mtanvuna Road Sdwadwa View Mthatha 5100 Tel: 047 495 0459                      Email: <a href="mailto:mfundom@beaconce.co.za">mfundom@beaconce.co.za</a>

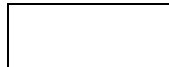
  
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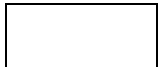
  
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Witness 2

T2.2.61

  
Employer

  
Witness 1

  
Witness 2

42.1.3 [5.2]	<b>Agent 1:</b> <b>IMBONO ARCHITECTS</b> <b>Agent's service:</b> <b>ARCHITECTS</b> <b>Postal address:</b> <b>51 Wesley Street</b> <b>Mthatha Central</b> <b>5100</b> <b>Tel: 047 531 1006</b> <b>Email: <a href="mailto:phila@imbonofja.co.za">phila@imbonofja.co.za</a></b>
42.1.4 [5.2]	<b>Agent (2)</b> <b>LELOMSO CONSULTING</b> <b>Agent's service:</b> <b>QUANTITY SURVEYOR</b> <b>Postal address:</b> <b>06 Matutu Place</b> <b>Mbuqe Ext.</b> <b>Mthatha</b> <b>Tel: 063 772 0190</b> <b>Email: <a href="mailto:usiphile@lelomsoc.com">usiphile@lelomsoc.com</a></b>
42.1.5 [5.2]	<b>Agent (3)</b> <b>GATYENI CONSULTING (PTY) LTD</b> <b>Agent's service:</b> <b>MECHANICAL &amp; ELECTRICAL ENGINEER</b> <b>Postal address:</b> <b>66 Stanford Terrace</b> <b>Mthatha</b> <b>5099</b> <b>Tel: 047 531 2269</b> <b>Email: <a href="mailto:lwandiso@gatyeni.co.za">lwandiso@gatyeni.co.za</a></b>

<b>42.2</b>	<b>CONTRACT DETAILS</b>
42.2.1 [1.1]	<b>Works</b> description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	<b>Site</b> description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#]  [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	1) Interest rate legislation: (a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the <b>employer</b> , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply 2) Lateral support insurance to be effected by the <b>contractor</b> : Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 3) Payment will be made for materials and goods: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 4) Dispute resolution by litigation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 5) Extended <b>defects</b> liability period applicable to the following elements: <b>AS PER CONTRACT</b>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : <b>Seven (7)</b> working days.
42.2.7 [24.3.1] [30.1]	For the <b>works</b> as a whole: The date for <b>practical completion</b> shall be <b>04</b> months from the <b>commencement date</b> and the penalty per calendar day shall be <b>R0.04 cents per R100 of the tendered amount excluding VAT.</b>

T2.2.62

Contractor

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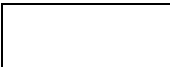
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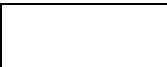
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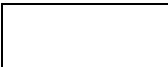
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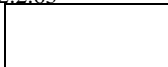
42.2.8 [24.3.1] [28.1]	For the <b>works</b> in sections: <b>Not Applicable</b> The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty</b> per <b>calendar day</b> : Section 1: Not Applicable Section 2: Not Applicable
42.2.9 [1.2]	The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>
42.3	INSURANCES
42.3.1 [10.1 #, 10.2 #, 12.1 #]	Contract <b>works</b> insurance to be effected by the <b>contractor</b> <input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 20% With a deductible not exceeding 5% of each and every claim <b>Or</b> <input type="checkbox"/> For the minimum sum of R ..... <b>N/A</b> ..... <b>(insert amount in words)</b> With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: <b>Yes</b> To the minimum value of the <b>contract sum</b> plus 20 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the <b>contractor</b> <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim <b>Or</b> <input type="checkbox"/> For the sum of R ..... <b>N/A</b> ..... <b>(insert amount in words)</b> With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the <b>contractor</b> For the sum of R ..... <b>N/A</b> ..... <b>... (insert amount in words)</b> With a deductible of R ..... <b>N/A</b> ..... <b>(insert amount in words)</b>
42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<b>Bills of quantities / Lump sum document</b> schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	<b>JBCC Principal Building</b> are to be included in the <b>contract documents</b> : <b>No</b>

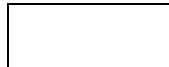
  
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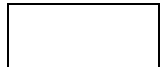
  
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T2.2.63

  
Employer

  
Witness 1

  
Witness 2

42.4.6 [31.5.3]  [32.13]	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the <b>CPAP Indices Application Manual</b> as prepared by the <b>JBCC Series 2000</b>, code 2118, dated May 2005 and any amendments thereto:</p> <p>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</p> <p><b>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</b></p> <p>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</p> <p>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</p> <p>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</p> <p>Alternative Indices: <b>Not Applicable</b></p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause</b></p> <p><b>1.1 COMMENCEMENT DATE</b> – means the date that the site is handed over to the <b>contractor</b>.</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's construction guarantee</b> form as selected in the <b>schedule</b>.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement date</b> and ending on the date of <b>practical completion</b></p> <p><b>CORRUPT PRACTICE</b> – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among tenderers (prior to and after the bid submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the <b>employer</b>, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p><b>SECURITY</b> – means the form of <b>security</b> provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expenses or loss.</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A <b>construction guarantee</b> in terms of 14.0, where so elected in his bid</p> <p>3.7 Add at the end thereof:</p>

T2.2.64

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC Series 2000 Principal Building Agreement and Preliminaries</b> applicable to this contract on the <b>site</b>, to which the <b>employer, principal agent and agents</b> shall have access to at all times.</p> <p>3.10 Replace the second reference to "<b>principal agent</b>" with the word "<b>employer</b>"</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the <b>principal agent</b> and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p> <p><b>Damage to the works</b></p> <ul style="list-style-type: none"> <li>a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and <b>security</b> measures and other steps for the protection and <b>security</b> of the <b>works</b> as the <b>contractor</b> may deem necessary</li> <li>b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></li> <li>c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</li> <li>d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</li> </ul> <p>10.6 Add the following as 10.6</p> <p><b>Injury to Persons or loss of or damage to Properties</b></p> <ul style="list-style-type: none"> <li>a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</li> <li>b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or neglect of any person for whose actions the <b>employer</b> is legally liable</li> <li>c) The <b>contractor</b> shall upon receiving a contract instruction from the <b>principal agent</b> cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost thereof from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b>.</li> <li>d) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b>.</li> </ul>
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T2.2.65

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>e) Where the execution of the <b>works</b> involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the <b>contractor</b>, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the <b>works</b> has been completed</p> <p>f) The <b>contractor</b> shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the <b>works</b></p> <p>10.7 Add the following as 10.7  <b>HIGH RISK INSURANCE</b>  In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:  10.7.1 <b>Damage to the works</b>  The <b>contractor</b> shall, from the <b>commencement date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and <b>security</b> measures and other steps for the protection of the <b>works</b> as he may deem necessary  When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs  10.7.2 <b>Injury to persons or loss of or damage to property</b>  The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above  The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract  10.7.3 It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty-one (21) calendar days of the <b>commencement date</b> but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so  10.7.4 The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole  14.0 Replace the entire clause 14.0 with the following:  14.0 <b>SECURITY</b>  14.1 In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be submitted by the <b>contractor</b> to the <b>employer</b> will be as a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)  14.1.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)</p>
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T2.2.66

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>14.1.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.2 In respect of contracts with a <b>contract sum</b> above R1 million, the <b>contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such <b>security</b> shall be provided to the <b>employer</b> within twenty-one (21) calendar days from <b>commencement date</b>. Should the <b>contractor</b> fail to select the <b>security</b> to be provided or should the <b>contractor</b> fail to provide the <b>employer</b> with the selected <b>security</b> within twenty-one (21) calendar days from <b>commencement date</b>, the <b>security</b> in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the <b>security</b> as a cash deposit of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.3.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.3.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the <b>contractor</b></p> <p>14.3.3 Within twenty-one (21) calendar days of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the <b>contractor</b></p> <p>14.3.4 On the date of payment of the amount in the final <b>payment certificate</b>, the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b></p> <p>14.3.5 The <b>employer</b> shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the cash deposit <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction guarantee</b> form included in the invitation to tender</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)</p> <p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last <b>certificate of practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p>
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T2.2.67

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement</p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b>, in his sole discretion, and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), where after 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows: An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of <b>commencement date</b></p> <p>15.2.1 Under 41: Amend to read as follows: "Give the <b>contractor</b> possession of the site within ten (10) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b>"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows: 31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b> 31.8(A).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b> 31.8(A).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6 31.8(A).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>
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T2.2.68

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>31.8(B) Where <b>security</b> is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except were the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b></p> <p>31.12 Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 <b>contractor</b>" and 32.5.7</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the <b>contractor's</b> failure or neglect to commence with the <b>works</b> on the dates prescribed in the contract</p> <p>33.2.10 the <b>contractor's</b> failure or neglect to proceed with the <b>works</b> in terms of the contract</p> <p>33.2.11 the <b>contractor's</b> failure or neglect for any reason to complete the <b>works</b> in accordance with the contract</p> <p>33.2.12 the <b>contractor's</b> refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the <b>contractor's</b> estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "<b>principal agent</b>" with "<b>employer</b>"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the <b>employer</b> or the and <b>contractor</b>; or for any reason and whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the 38.7 <b>works</b> on a date stated and withdraw himself from the site. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4</p> <p>39.3.5Add the following words at the end thereof: "within one hundred and twenty (120) <b>working days</b> of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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T2.2.69

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>42.0</b>	<b>Part 2: Contract Data provided by the Contractor:</b>								
	<b>POST-BID INFORMATION</b> <ul style="list-style-type: none"> <li>The successful Bidder will be required to submit a letter of good standing from the compensation commission or FEMA within 21 days upon receipt of the letter of award.</li> <li>Bidders must submit a project specific Occupation Health &amp; Safety Plan to be approved by the Client, within 21 days of being awarded the Contract.</li> <li>Contractors are required to complete the contractor's performance report at the end of every month.</li> </ul> <p><b>Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</b></p>								
<b>42.5</b>	<b>CONTRACT DETAILS</b>								
42.5.1	<b>Contractor:</b> Postal address: ..... ..... .....  Tel: ..... Fax: ..... E-mail: ..... ..... TAX / VAT Registration No: ..... Physical address: ..... ..... .....								
42.5.2	The accepted <b>contract sum</b> inclusive of tax is R.....  Amount in words: .....								
42.5.3 [31.3]	The latest day of the month for the issue of an interim <b>payment certificate</b> : .....								
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>								
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>								
42.5.7 [14]	The <b>security</b> to be provided by the <b>contractor</b> : (a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1 (b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b> , one of the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">(1) cash deposit of 10 % of the <b>contract sum</b></td> <td style="padding: 5px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">(2) payment reduction of 10% of the value certified in the <b>payment certificate</b></td> <td style="padding: 5px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td> <td style="padding: 5px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td> <td style="padding: 5px; text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> <p><b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a</b></p>	(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								

T2.2.70

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

	<b>bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b>		
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from ..... to .....		
42.6	DOCUMENTS		
42.6.1	Contract documents marked and annexed hereto:		
	<b>Priced bills of quantities:</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Document marked as .....
	<b>Lump sum document:</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Document marked as .....
	<b>Guarantees:</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Document marked as .....
	<b>Contract drawings:</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Document marked as .....
	<b>Other documents</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)
<b>42.8</b>	<b>SIGNATURES OF THE CONTRACTING PARTIES</b>		
Thus done and signed at _____ on ____ of _____ 2021			
_____		_____	
Name of signatory		for and behalf of the <b>Employer</b> who by signature hereof warrants authorization hereto	
_____		_____	
Capacity of signatory		as Witness	
Thus done and signed at _____ on ____ of _____ 2021			
_____		_____	
Name of signatory		for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization hereto	
_____		_____	
Capacity of signatory		as Witness	

T2.2.71

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C1.3 FORM OF GUARANTEE

#### PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

.....

Physical Address:

.....

“Employer” means: **OR TAMBO DISTRICT MUNICIPALITY**

“Contractor” means:

.....

“Employer’s Agent” means: **BEACON CONSULTING ENGINEERS**

“Works” means: **PROSPERITY OFFICE PARK RENOVATIONS – PHASE 2**

“Site” means: the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be executed

“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

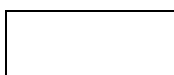
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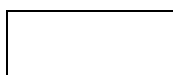
Amount in words:

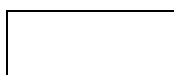
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“Expiry Date” means:

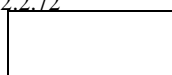
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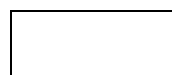
  
Contractor

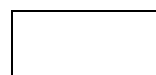
  
Witness 1

  
Witness 2

T2.2.72

  
Employer

  
Witness 1

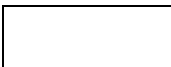
  
Witness 2

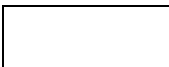
## CONTRACT DETAILS

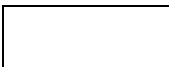
Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate, and the Certificate Completion of the Works as defined in the Contract.

## PERFORMANCE GUARANTEE

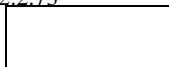
1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion 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 of 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 of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

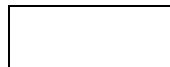
  
Contractor

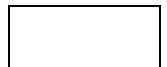
  
Witness 1

  
Witness 2

T2.2.73

  
Employer

  
Witness 1

  
Witness 2

- 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 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 .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

T2.2.74

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

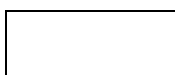
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Witness 2

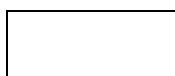
Date.....

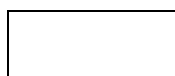
Guarantor's signatory (1).....

Capacity.....

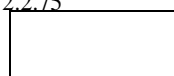
Guarantor's signatory (2) .....

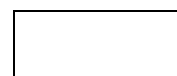
  
*Contractor*

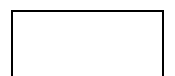
  
*Witness 1*

  
*Witness 2*

T2.2.75

  
*Employer*

  
*Witness 1*

  
*Witness 2*

## FORM C1.3 SPECIAL CONDITION

### Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work 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.

### Applicable labour laws

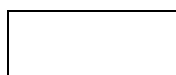
The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

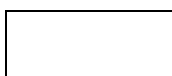
#### 1 Introduction

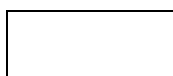
1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

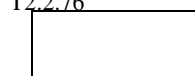
1.2 In this document –

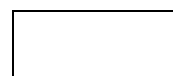
- (a) "**Department**" means any department of the State, implementing agent or contractor;
- (b) "**Employer**" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "**Worker**" means any person working in an elementary occupation on a SPWP;
- (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 SPWP;
- (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.

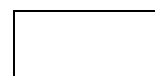
  
Contractor

  
Witness 1

  
Witness 2

T2.2.76  
  
Employer

  
Witness 1

  
Witness 2



(j) **“Task rate or daily rate” = As per Government Gazette**

## **2 Terms of Work**

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

## **3 Normal Hours of Work**

- 3.1 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.
- 3.2 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.
- 3.3 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.

## **4 Meal Breaks**

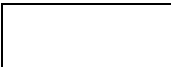
- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal 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.
- 4.4 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.

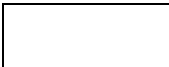
## **5 Special Conditions for Security Guards**

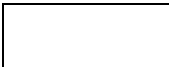
- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **6 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.

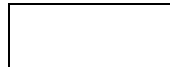
  
Contractor

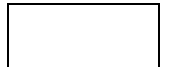
  
Witness 1

  
Witness 2

T2.2.77

  
Employer

  
Witness 1

  
Witness 2

## **7 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").

## **8 Work on Sundays and Public Holidays**

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

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

8.3 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.

8.4 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.

## **9 Sick Leave**

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

9.2 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.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

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

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

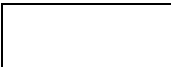
(a) Absent from work for more than two consecutive days; or

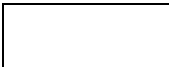
(b) Absent from work on more than two occasions in any eight-week period.

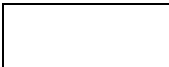
9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

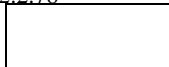
9.10 A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

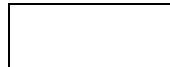
T2.2.78

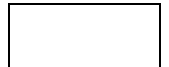
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

## 10 Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.

## 11 Family responsibility leave

- 11.1 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;
  - (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.

## 12 Statement of Conditions

- 12.1 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;

Contractor

Witness 1

Witness 2

T2.2.79

Employer

Witness 1

Witness 2

- (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.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

### 13 Keeping Records

- 13.1 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.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

### 14 Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 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.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 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.
- 14.7 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.
- 14.8 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
- 14.9 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.

### 15 Deductions

T2.2.80

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 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.
- 15.4 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.

## **16 Health and Safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 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 SPWP;
  - (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.

## **17 Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 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.

## **18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

Contractor

Witness 1

Witness 2

T2.2.81

Employer

Witness 1

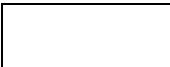
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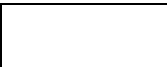
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment.  
However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than 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.
- 18.5 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.

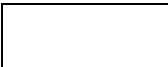
## **19 Certificate of Service**

19.1 On termination of employment, a worker is entitled to a certificate stating –


- (a) The worker's full name;
- (b) The name and address of the employer;
- (c) The SPWP on which the worker worked;
- (d) The work performed by the worker;
- (e) Any training received by the worker as part of the SPWP;
- (f) The period for which the worker worked on the SPWP;
- (g) Any other information agreed on by the employer and worker

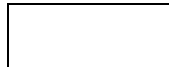
  
Contractor

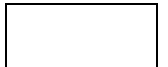
  
Witness 1

  
Witness 2

T2.2.82

  
Employer

  
Witness 1

  
Witness 2

## MONTHLY REPORTING

The successful bidder will be expected to assist with monthly reporting. These will include progress reports, labour reports, etc, submitted to the Principal Agent on the dates to be stipulated.

*Contractor*

*Witness 1*

*Witness 2*

T2.2.83

*Employer*

*Witness 1*

*Witness 2*

**HEALTH AND SAFETY SPECIFICATION  
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
CONSTRUCTION REGULATIONS 2014**

**SECTION 1**

**1. INTRODUCTION**

This document was construed in order to comply with the provisions of the **OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993, CONSTRUCTION REGULATIONS 2014** and COVID-19 Occupational Health And Safety Measures in Workplace 2020

Definitions of words are those described in the Act and the Construction Regulations of 2014. As well COVID-19 Occupational Health And Safety Measures in Workplace 2020

This document formulates the specification of the OR Tambo District Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the OR Tambo District Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the OR Tambo District Municipality in writing.

**SCHEDULE**

**1.1 Definitions**

**1.** In these Policy any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

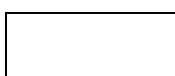
**“Agent”** means any person who acts as a representative for a client in the managing the overall construction work.

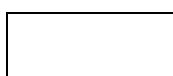
**“angle of repose”** means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

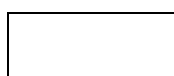
**“Batch plant”** means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

**“Client”** means OR Tambo District Municipality;

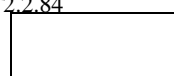
**“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task

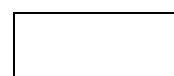
  
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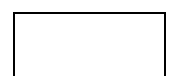
  
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Witness 2

T2.2.84

  
Employer

  
Witness 1

  
Witness 2



being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

**“Construction work”** means any work in connection with—

- (a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

*“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;*

*“Contractor” mean an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;*

*“Design” in relation to any structure includes drawings, calculations, design details and specifications;*

**“Designer”** means any person who—

- (a) *prepares a design;*
- (b) *checks and approves a design;*
- (c) *arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;*
- (d) *Architects and engineers contributing to, or having overall responsibility for the \_\_\_\_\_ design;*
- (e) *Build services engineers designing details for fixed plant;*
- (f) *Surveyors specifying articles or drawing up specifications;*
- (g) *Contractors carrying out design work as part of a design and build project;*
- (h) *Temporary works engineer designing formwork and false work; and*
- (i) *Interior designers, shopfitters and landscape architects.*

*“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;*

**“Excavation work”** means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

**“explosive powered tool”** means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

T2.2.85

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**“fall prevention equipment”** means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

**“fall arrest equipment”** means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

**“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

**“Hazard identification”** means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

**“Health and safety file”** means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

**“Health and safety plan”** means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“Health and safety specification”** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“material hoist”** means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

**“Medical certificate of fitness”** means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

**“Method statement”** means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Mobile plant”** means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

**“National Building Regulations”** means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

**“Person day”** means one individual carrying out construction work on a construction site for one normal working shift;

T2.2.86

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**“principal contractor”** means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“professional engineer or professional certificated engineer”** means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

**“Professional technologist”** means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

**“Provincial director”** means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

**“risk assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

**“Roof apex height”** means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

**“SABS 085”** means the South African Bureau of Standards’ Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”;

**“SABS 0400”** means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

**“SABS EN 1808”** means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

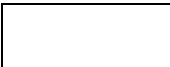
**“SABS 1903”** means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

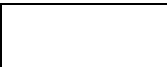
**“Scaffold”** means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

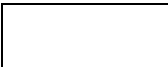
**“shoring”** means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

**“Structure”** means—


- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or

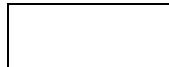
  
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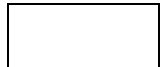
  
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T2.2.87

  
Employer

  
Witness 1

  
Witness 2

pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

(b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

(c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

**“Suspended platform”** means a working platform suspended from supports by means of one or more separate ropes from each support;

**“The Act”** means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

**“Tunnelling”** means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral

## **SECTION 2: DESIGNERS**

1. All wording shall have the meaning as defined by the H&S Regulations 2014.
3. This specification is in terms of the H&S act 1993 and the regulations of 2014.
3. All work performed, and procedures followed by designers shall be done according to the H&S regulations of 2014.
4. The client is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all safety issues regarding the project for which a designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover to indemnify the client for their acts and omissions in terms of professional conduct the H&S act in particular to indemnify the client against penalties imposed for acts or omissions. The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in terms of the H&S regulations. The professional

T2.2.88

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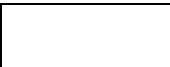
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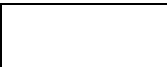
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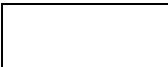
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indemnity insurance has a “negligent acts and omissions” wording only and therefore additional insurance is necessary to cover the client against penalties imposed in terms of the regulations.

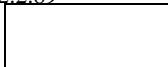
8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.
9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.

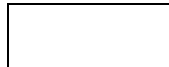
  
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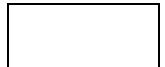
  
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*Employer*

  
*Witness 1*

  
*Witness 2*

### **SECTION 3: PRINCIPAL CONTRACTORS (PC)**

1. All work by the PC shall be done in compliance with the provisions of the H&S regulations. As well as COVID-19 Occupational Health and Safety Measures in Workplace 2020
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. Work shall not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision on a frequent basis.  
Minutes of such meetings shall be kept in the H&S file.
8. New personnel (temporary or full-time employees) shall attend safety induction courses under the supervision of the H&S manager.
9. The PC shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The PC shall see that work is only executed by people trained for the particular task.
12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H&S file.

Contractor

Witness 1

Witness 2

T2.2.90

Employer

Witness 1

Witness 2

14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the PC will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the PC will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of client immediately.
27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
28. The PC shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 metres.

Contractor

Witness 1

Witness 2

T2.2.91

Employer

Witness 1

Witness 2

31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise, will personnel not be exposed to temperatures lower than –5° Celsius? Should the designer and the PC decide that the work is urgent; workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the PC to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or storm water systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the Explosives Act.
44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
46. Fuel storage will only be allowed on certified areas on site.

Contractor

Witness 1

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T2.2.92

Employer

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Witness 2



47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The PC will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the PC shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the PC.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
53. Passengers of vehicles shall report any unsafe conduct to the PC immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards.
56. No vehicle shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
58. Equipment producing serious dusty conditions shall only be operated under the supervision of the PC and the H&S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.
60. Exploratory excavation to reveal services shall be done in a specific way.
- All areas to be explored shall first be inspected by the landowner or local authority.
  - Position of services identified shall then be verified by opening by hand, not by machine.
  - Particular care shall be taken not to damage these services.
  - Electrical services are inherently dangerous and shall be opened by skilled people only.
  - These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

T2.2.93

Contractor

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Witness 2

Employer

Witness 1

Witness 2

61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in these refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicate
- Non-smoking areas on site
  - Safety exits / Emergency exits from buildings under construction
  - Stairs (temporary and permanent works)
  - Toilets
  - Firefighting equipment
  - Workmen busy with equipment overhead
  - Fire assembly points
  - Fire escapes
  - Areas where members of the public are not allowed.
  - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site. Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.
67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the PC is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the PC shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.
70. A principal contractor who intends to carry out any construction work shall—
- (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
- (i) The demolition of a structure exceeding a height of 3 metres; or

Contractor

Witness 1

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T2.2.94

Employer

Witness 1

Witness 2

- (ii) The use of explosives to perform construction work; or
  - (iii) The dismantling of fixed plant at a height greater than 3m.
- (b) before carrying out that work, notify the provincial director in writing when the construction work—
  - (i) Exceeds 30 days or will involve more than 300-person days of construction work; and
  - (ii) Includes excavation work deeper than 1m; or
  - (iii) Includes working at a height greater than 3 metres above ground or a landing.
- (2) The notification to the provincial director must be done on the form similar to Annexure A to this Policy.
- (3) A principal contractor shall ensure that a copy of the completed form is kept on site for inspection by an inspector, client, client's agent or employee.

#### **SECTION 4: CLIENT**

(1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act —

- (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- (b) To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- (c) To appoint each principal contractor in writing for the project or part thereof on a construction site;
- (d) To take reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons;
- (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (h) To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

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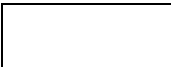
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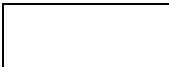
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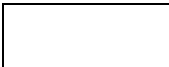
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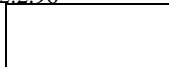
- (2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.
- (3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
- (4) OR Tambo District Municipality shall not appoint a principal contractor to perform construction work, unless OR Tambo District Municipality is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
- (5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.
- (6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

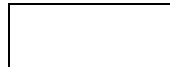
  
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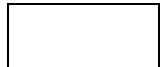
  
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Employer

  
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Witness 2

**ANNEXURE A**

**NOTIFICATION OF CONSTRUCTION WORK**

1.(a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel. no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number:

\_\_\_\_\_

3.(a) Name and postal address of client:

\_\_\_\_\_

(b) Name and tel. no. of client's contact person or agent:

\_\_\_\_\_

4.(a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b) Name and tel. no. of designer(s) contact person:

\_\_\_\_\_

\_\_\_\_ Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).

\_\_\_\_\_

5. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

\_\_\_\_\_

6. Exact physical address of the construction site or site office:

\_\_\_\_\_

7. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

T2.2.97

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

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\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

\_\_\_\_\_  
Contractor

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Witness 1

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Witness 2

T2.2.98

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

# GUIDELINES FOR CONTRACT ADMINISTRATION



**O.R. TAMBO  
DISTRICT MUNICIPALITY**

## OR TAMBO DISTRICT MUNICIPALITY

*Contractor*

*Witness 1*

*Witness 2*

T2.2.99

*Employer*

*Witness 1*

*Witness 2*

OR TAMBO DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION  
**IN TERMS OF THE CONSTRUCTION REGULATIONS 2014  
HEALTH & SAFETY ACT 1993**

**SECTION 1 AND 2**

**1. PURPOSE OF THIS DOCUMENT**

This document describes the procedures to be followed in the execution of Engineering Projects for OR Tambo District Municipality.

The role of all parties to the development project is described.

The document is in terms of the Construction Regulation 2014 of the Health and Safety Act 1993. As well as COVID-19 Occupational Health & Safety Measures in Workplace 2020

**2. BACKGROUND**

*The Minister of Labour has on 18 July 2014 under section 43 of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol. 456. They have immediate effect and are applicable to the Construction Environment.*

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and Workers are made aware of the value of safe working procedures and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

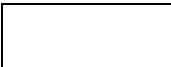
**SECTION 3**

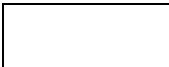
**3. THE CLIENT**

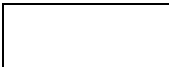
In terms of the law the client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

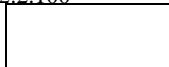
Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore, any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

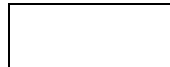
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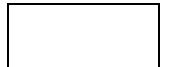
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



In particular the client's responsibilities are defined as follows:

- |     |   |                |
|-----|---|----------------|
| .1  | To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties.   | Clause 4(1)(a) |
| .2  | To provide a risk assessment to the principal contractor.   | Clause 4(1)(b) |
| .3  | To appoint the principal contractor in writing.   | Clause 4(1)(c) |
| .4  | To ensure that the H&S plan is implemented.   | Clause 4(1)(d) |
| .5  | To stop any contractor executing work in an unsafe manner.  | Clause 4(1)(e) |
| .6  | To provide additional H&S information to the contractor should changes be made to the work?   | Clause 4(1)(f) |
| .7  | To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund.  | Clause 4(1)(h) |
| .8  | To make sure tenderers have made provision in their offers for H&S measures.  | Clause 4(1)(h) |
| .9  | To discuss and approve the H&S plan with the principal contractor.  | Clause 4(2)    |
| .10 | To keep a copy of the H&S plan of the principal contractor.   | Clause 4(3)    |
| .11 | To <u>not</u> employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely.  | Clause 4(4)    |
| .12 | The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not make the person responsible for such particular responsibilities as agent.<br><br>The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 9(2). | Clause 4(5)    |
| .13 | The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.   | Clause 4(6)    |

Contractor

Witness 1

Witness 2

T2.2.101

Employer

Witness 1

Witness 2

## SECTION 4

### 4. THE DESIGNER

**The regulations do not use names like engineer, architect, etc. Instead the term designer has been introduced. The responsibilities of the designer are given in a sub-paragraph under the obligations of the Principal Contractor.**

- |     |  |   |
|-----|--|---|
| 4.1 | The regulations has a comprehensive definition of the designer and this includes:<br><br>a) A person preparing a design.<br>b) A person checking a design.<br>c) A firm preparing a design.<br>d) An architect or engineer contributing to or having responsibility for a design.<br>e) A building services engineer designing details of fixed plant (scaffolding or cranes).<br>f) A surveyor specifying articles or drawing up specification (Quantity Surveyor).<br>g) A contractor in design & build contract.<br>h) A contractor designing temporary work.<br>i) A interior designer, shop fitter and landscape architect.<br><br>The regulation also talks of “an engineer designing a structure”. “Structure” is a wide concept and is given in paragraph 3.2.5.1(a) underneath. | Definitions<br>“designer”<br><br>Definitions<br>“structure” |
| 4.2 | The designer does not automatically through an appointment become the agent of the client in terms of the regulations unless he is appointed in writing to that effect and he accepts such appointment in writing.   | Clause 4(5)   |
| 4.3 | The SAACE model agreement between the client and Engineer has a different meaning of the word “agent”.<br><br>According to the model agreement of SAACE the Engineer acts as the “agent” of the client in a conventional contractual context. “Agent” in terms of the Health & Safety regulations has a totally different meaning.   |   |
| 4.4 | It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5).  | Clause 4(5)   |
| 4.5 | The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf.  |   |

T2.2.102

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.5.1 "Structure" in terms of the regulations means:

- (a)
- any building
  - steel or reinforced concrete structure
  - railway line
  - railway siding
  - bridge
  - waterworks
  - reservoir
  - pipe or pipeline
  - cable
  - sewer
  - sewage works
  - fixed vessels
  - road
  - drainage works
  - earthworks
  - dam
  - wall
  - mast
  - tower
  - tower crane
  - batching plants
  - pylon
  - surface and underground tanks
  - earth retaining structure
- or any structure designed to preserve or alter any natural feature and any other similar structure.
- (b) Any formwork, false work, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector).
- (c) Fixed plant to prevent people from falling 2 meters or more.

4.5.2 The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited.

4.5.3 The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. This is in fact a Risk Assessment.

4.5.4 The designer (in the structural engineering context) shall further furnish to the contractor in writing:

- i) A geo-technical report.
- ii) The loading of the structure.
- iii) The method and sequence of the construction process.
- iv) He should exclude inherently dangerous methods of construction in his design.
- v) The maintenance of the structure shall be through safe procedures.
- vi) He should carry out inspections.
- vii) And stop the contractor from executing work dangerously.
- viii) A final inspection is necessary to ensure safety of the structure.

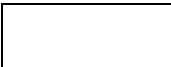
Definitions

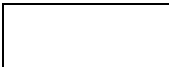
Clause 9(2)

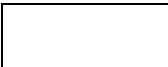
Clause 9(2)(b)

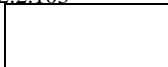
Clause 9(2)

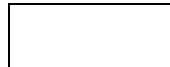
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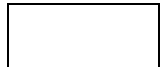
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- ix)

Great emphasis should be given to the ergonomic design of the structure.

x)

The engineer should also give input in the design of temporary work e.g. scaffolding.
- Clause 10(c)

Contractor

Witness 1

Witness 2

T2.2.104

Employer

Witness 1

Witness 2

## SECTION 5

### 5. THE PRINCIPAL CONTRACTOR (PC) AND CONTRACTOR

The responsibilities of these parties are comprehensively stipulated in the regulations.

- |  |                     |
|--|---------------------|
| 5.1 In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC. |                     |
| 5.2 The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.  | Clause 5(1) and (2) |
| i) He should also stop his contractors should they work unsafely.  | Clause 5(3)(d)      |
| ii) He should appoint safety officers should the size of the work warrant it.  | Clause 6(6)         |
| iii) He should cause a risk assessment to be executed by a competent person.   | Clause 7(1)         |
| iv) Visitors to his site should undergo induction pertaining to H&S issues.  | Clause 7(8)         |
| v) He shall see to his employees induction and H&S training.   | Clause 7(7)         |
| vi) The employees of the PC and his contractors shall wear visible proof of their induction training.  | Clause 7(9)(a)      |
| 5.3 The regulations also covers the detail of:   |                     |
| • Fall protection  | Clause 8            |
| • Structures (under this heading the responsibilities of the designer of a structure is found)   | Clause 9            |
| • Formwork and support work  | Clause 10           |
| • Excavation work  | Clause 11           |
| • Demolition work  | Clause 12           |
| • Tunnelling   | Clause 13           |
| • Scaffolding  | Clause 14           |
| • Suspended platforms  | Clause 15           |
| • Boatswain's chairs   | Clause 16           |
| • Material hoists  | Clause 17           |
| • Batch plants   | Clause 18           |
| • Explosive powered tools  | Clause 19           |
| • Cranes   | Clause 20           |
| • Construction vehicles and mobile plant   | Clause 21           |
| • Electrical installation and machinery on construction sites  | Clause 22           |
| • Use and storage of flammable liquids on construction sites   | Clause 23           |
| • Water environment  | Clause 24           |
| • Housekeeping on construction sites   | Clause 25           |
| • Stacking and storage on construction sites   | Clause 26           |
| • Fire precautions on construction sites   | Clause 27           |
| • Construction welfare facilities  |                     |

Contractor

Witness 1

Witness 2

T2.2.105

Employer

Witness 1

Witness 2

## SECTION 6

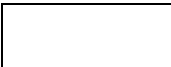
### 6. APPOINTMENT OF THE DESIGNER

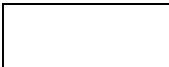
Clause 4(5)

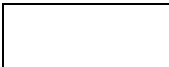
- 6.1 The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.
- 6.2 It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations.
- 6.3 The responsibilities and duties of a designer in the H&S context are those that are dictated by law and/or those respectively given to him by the client, except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.
- 6.4 The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations.
- 6.5 The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.
- .1 To ensure the H&S plan of the PC is implemented on site.
- .2 To ensure that changes to the design are also incorporated in the H&S plan.
- .3 To ensure that the principal contractor is registered and in good standing with the workmen’s’ compensation fund.
- .4 To see that the contractor registers the site as a construction site at the Department of Labour.
- .5 To discuss with the contractor the H&S plan and then recommend to the client the approval thereof.
- .6 To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client.
- .7 Control the following on site:
- a) To see that the principal contractor keeps the H&S file up to date and that it is given to the client upon completion of the contract.
- b) To see that the principal contractor keeps a data base of all contractors involved with the project.
- c) To see that the principal contractor appoints one or more construction supervisors.
- d) To see that this person is dedicated to the particular project only.
- e) To receive from the contractor his risk assessment and keep a copy of that for his and the client’s records.

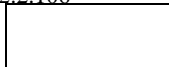
Clause  
4(1)(d)  
Clause  
4(1)(e)  
Clause  
4(1)(f)  
Clause  
4(1)(g)  
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Clause 5(7)  
Clause 5(9)  
  
Clause 6(4)  
Clause 7(1)

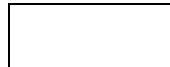
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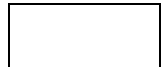
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

## SECTION 7

### 7. THE ROLE OF THE CLIENT

7.1	The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer.	Clause 4(1)(a)
7.2	The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/ designer.	Clause 4(2)
7.3	The client employs the Principal Contractor.	Clause 4(1)(c)
7.4	The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent.	Clause 4(5)
7.5	The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility.	Clause 4(6)
7.6	The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner.	Clause 4(4)

## SECTION 8

### 8. THE ROLE OF THE PRINCIPAL CONTRACTOR

The principal contractor should execute the following duties:

.1	Provide a health and safety plan.	5(1)
.2	See that his contractors comply with the regulations.	5(2)
.3	He should discuss the particular H&S plan.	5(5)
.4	He should have his H&S plan available.	5(6)
.5	He should have an H&S file available on site and hand it over to the client upon completion.	5(7)
.6	He should not employ contractors who are not capable.	5(10)
.7	He should have full time supervision on site.	6(1) to 6(8)
.8	He should produce a risk assessment of the work.	7(1)
.9	He should train his employees.	7(4)
.10	He should introduce induction training on site.	7(7)/ 7(8)
.11	All physical aspects of the regulations as in terms of the regulations.	

Contractor

Witness 1

Witness 2

T2.2.107

Employer

Witness 1

Witness 2

## SECTION 9

### 9. THE PROCEDURE

- |     |   |                     |
|-----|---|---------------------|
| 9.1 | The Client decides to execute work and appoints a designer to administer the work.  |                     |
| 9.2 | The scope of works and the exact duties of the designer are identified and given to him in writing.<br><br>The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal PI insurance provided by the designer.<br><br>The designer prepares a contract document and ensures that this document states clearly the following: |                     |
| .1  | A risk assessment of the project and the H&S specification of the client.   |                     |
| .2  | All relevant information to enable the pricing of the contract.   | 9(2)(a)             |
| .3  | Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full-time safety officer is required on site.   | 9(2)(b)             |
| .4  | (i) Geotechnical information<br>(ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.<br>(iii) The method and sequence of the process. This should identify the priorities of the client.   | 9(2)(c)(i) to (iii) |
| .5  | Inherently dangerous procedures should be avoided in the design.  | 9(2)(d)             |
| .6  | The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too.   | 9(2)(e)             |
| 9.3 | The tenderers then respond by each giving a H&S plan based on the risk assessment of the designer.  |                     |
| 9.4 | The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer.  |                     |
| 9.5 | The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification.<br><br>Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.<br>He should open and then maintain his H&S file through the duration of the contract.   |                     |

Contractor

Witness 1

Witness 2

T2.2.108

Employer

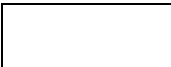
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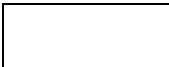
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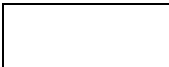


He should then further adhere to the provisions of the H&S regulations.

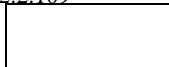
- 9.6 He should hand over the H&S file (recommend to do that with the designer's as-built drawings).
- 9.7 The designer should stop the work if he has reason to belief that the contractor is executing work in an unsafe manner.
- 9.8 Likewise, should the principal contractor stop the work of his contractor(s) should he have reason to belief that such contractor is not working safely.

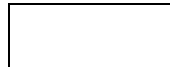
  
*Contractor*

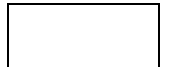
  
*Witness 1*

  
*Witness 2*

T2.2.109

  
*Employer*

  
*Witness 1*

  
*Witness 2*

## **SECTION 10**

### **10. CONTRACT DOCUMENTATION**

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2014. As well as COVID-19 OHS Measures in Workplace 2020,

#### **A. In the Specification section**

##### **1. Health and Safety Specification**

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation or addition to the NDM who will authorize this in writing.

##### **2. Risk Assessment**

This can form part of the contract specifications.

It is necessary to identify to the contractor:

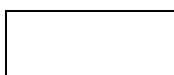
- i) The situation on site as it is with all the potential hazards and dangers involved.
- ii) The nature of the work and the situations that the average contractor would encounter during the execution of the work. The nature of the work and the expected risks should be described in particular as well as the method and the sequence of the work.
- iii) The basic safety precautions that he should take.
- iv) The Safety and Health specification of the client.
- v) To allow sufficient items in the bill of quantities for the tenderer to price for the specified H&S measures and precautions.

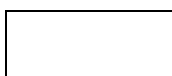
##### **3. Insurance**

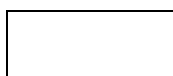
The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2014. And COVI-19 OHS Measures in Workplace, 2020

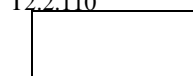
The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

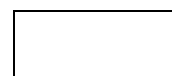
#### **B. The Tender Rules**

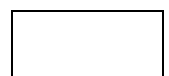
  
Contractor

  
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Witness 2

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Employer

  
Witness 1

  
Witness 2

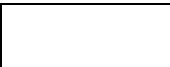
The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed. The following example is recommended.

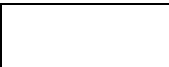
Compliance with the Regulations of the H&S Act 2014

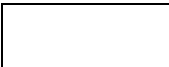
Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

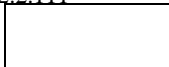
Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

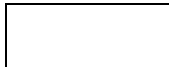
  
*Contractor*

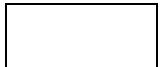
  
*Witness 1*

  
*Witness 2*

T2.2.111

  
*Employer*

  
*Witness 1*

  
*Witness 2*

## **SECTION 11**

### **11. CONCLUSION**

The Construction Regulations 2014 was long overdue in the South African Civil Engineering Construction Industry. Role players will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect a contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omissions from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to curb the cost of the implementation process.

### **1.0 SCOPE**

*This part of the specification has the objective to assist principal contractors entering into contracts with The Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993. 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 and safety of his employees and those of his Mandataries. Principal and other contractors should therefore insist that this part of the specification form part of any contract that he may have with other contractors and/or suppliers.*

*This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.*

### **2.0 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS**

#### **2.1 Hazard Identification and Risk Assessment (Construction Regulation 7)**

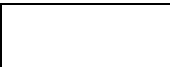
##### **2.1.1 Risk Assessments**

*Paragraph 4 contains a generic list of risk assessment headings that have been identified by The Employer as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to bid.*

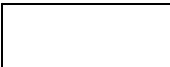
##### **2.1.2 Development of Risk Assessment**

*Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of*

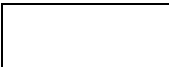
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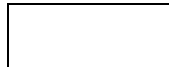
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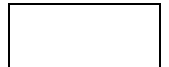
Witness 2



Employer



Witness 1



Witness 2

*the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).*

*The risk assessment shall include at least:*

- *the identification of the risks and hazards to which persons may be exposed*
- *the analysis and evaluation of the risks and hazards identifies*
- *a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.*
- *a monitoring plan and*
- *a review plan*

*Based on the risk assessment, the principal contractor shall develop set site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to The Employer before construction on site commences.*

*Despite the risk assessment listed in paragraph4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments.*

*All variations to the scope of work shall similarly be subjected to a risk assessment process.*

### **2.1.3 Review of Risk Assessment**

*The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meetings 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 shall provide The Employer, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3.*

## **2.2 Legal Requirements**

*A principal contractor shall, as minimum, comply with:*

*The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up to date copy of which shall be available on site at all times.*

*The Compensation or Occupational Injuries and Diseases Act (Act 130 of 1993), an up to date copy of which shall be available on site at all times.*

*COVID-19 Occupational Health And Safety Measures in Workplace, 2020*

*Where work is being carried out on a “mine”, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mine’s Health and Safety Act and Regulations shall be available on site at all times.*

## **2.3 Structure and Responsibilities**

T2.2.113

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(10), and 5(12) includes in his agreement with such contractors the following:*

- *OH& S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”*
- *OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his / her/ their respective appointment forms.*

### **2.2.3 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 generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note it is a generic list only and is intended for use as a guideline.*

*Ref. Section/ Regulation in OHS Act*

<i>Batch Plant Supervisor</i>	<i>(Construction Regulation 6(1))</i>
<i>Construction Vehicles/ Mobile Plant/ Machinery Supervisor</i>	<i>(Construction Regulation 21)</i>
<i>Demolition Supervisor</i>	<i>(Construction Regulation 12)</i>
<i>Drivers/Operators of Construction Vehicles/ Plant</i>	<i>(Construction Regulation 21)</i>
<i>Electrical Installation and Appliances Inspector</i>	<i>(Construction Regulation 22)</i>
<i>Emergency/Security/Fire Control</i>	<i>(Construction Regulation 27)</i>
<i>Excavation Supervisor</i>	<i>(Construction Regulation 11)</i>
<i>Explosive powered Tool Supervisor</i>	<i>(Construction Regulation 19)</i>
<i>Fall Protection Supervisor</i>	<i>(Construction Regulation 8)</i>
<i>First Aider</i>	<i>(Construction Regulation 3)</i>
<i>Fire Equipment Inspector</i>	<i>(Construction Regulation 27)</i>
<i>Formwork &amp; Support work Supervisor</i>	<i>(Construction Regulation 10)</i>
<i>Hazardous Chemical Substances Supervisor</i>	<i>(HCS Regulations)</i>
<i>Incident Investigator</i>	<i>(General Admin Regulation 29)</i>
<i>Ladder Inspector</i>	<i>(General Safety Regulation 13A)</i>
<i>Lifting Equipment Inspector</i>	<i>(Construction Regulation 20)</i>
<i>Material Hoist Inspector</i>	<i>(Construction Regulation 17)</i>
<i>OH&amp;S Committee</i>	<i>(OH&amp;S Section 19)</i>
<i>OH&amp;S Officer</i>	<i>(Construction Regulation 6(6))</i>
<i>OH&amp;S Representatives</i>	<i>(OHS Act Section 17)</i>
<i>Person Responsible for Machinery</i>	<i>(General Machinery Regulation)</i>

2)

<i>Scaffolding Supervisor</i>	<i>(Construction Regulation 14)</i>
<i>Stacking &amp; Storage Supervisor</i>	<i>(Construction Regulation 26)</i>
<i>Structures Supervisor</i>	<i>(Construction Regulation 9)</i>
<i>Suspended Platform Supervisor</i>	<i>(Construction Regulation 15)</i>
<i>Tunneling under Pressure Supervisor</i>	<i>(Construction Regulation 13)</i>
<i>Vessel under Pressure Supervisor</i>	<i>(Vessel under Pressure Regulations)</i>
<i>Working on/next to Water Supervisor</i>	<i>(Construction Regulation 24)</i>
<i>Welding Supervisor</i>	<i>(General Safety Regulation 9)</i>

*In addition, The Employer requires that a Traffic Safety Officer be appointed (see COLTO Section 1500). The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to The Employer. All changes shall also be communicated to the Employer.*

T2.2.114

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The principal contractor or shall, furthermore, provide The Employer with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a component safety officer.

### **2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)**

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 5 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

### **2.3.4 Duties and Functions of the OH&S representatives (Section 18 of the OH&S Act)**

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

### **2.3.5 Appointment: of OH&S Committee (Section 19 and 20 of the OH&S Act)**

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

## **2.4 Administrative Controls and the Occupational Health & Safety File**

### **2.4.1 The OH&S File (Construction Regulation 5(7))**

As required by the Construction Regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Latest copy of Construction Regulation, 2014
- Latest copy of COVI-19 Occupational Health & Safety Measures in work place, 2020
- Proof of registration and good standing with COID Insurer (Construction Regulation 4(g))
- OH&S plan agreed with the client including the underpinning risk assessment/s and 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 paragraphs 2.1.1 and 2.1.2
- Registered as follows:

T2.2.115

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- Accident/incident register (Annexure 1 of the General Administrative Regulations)
- OH&S representatives' inspection register
- Asbestos demolition and stripping register
- Batch plant inspections
- Construction vehicles and 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 and appliances including portable electrical tools)
- Excavations inspector
- Explosive powered tool inspection, maintenance, issue and returns register (incl. Cartridges and nails
- Fall protection inspection register
- First aid box contents
- Fine equipment inspection and maintenance
- Formwork and 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 and storage inspection
- Inspection of structures
- Inspection of suspended platforms
- Inspection of tunnelling operations
- Inspection of vessels under pressure
- Welding equipment inspections
- Inspection of work conducted near water
- All other applicable records including traffic safety officer reports.

The Employer will conduct an audit on the OH&S file of the principal constructor from time-to time.

## **2.5 Notification of Construction Work (Construction Regulation 3)**

The principal constructor shall, where the contract meets the requirements laid down in Construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to The Employer for record keeping purposes.

## **2.6 Training and Competence**

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken.

Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractor's 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 progresses and the work situation changes. Records of all training must be kept on the OH&D file for auditing purposes.

T2.2.116

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **2.7 Consultations, 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 paragraph 2.3.5. 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.*

*Consultation with the workforce on OH&S matters will be through their supervisions, OH&S representatives and the OH&S committee. The principal contractor shall 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's most senior manager on site shall be required to attend all OH&S meetings.*

## **2.8 Checking Reporting and Corrective Actions**

### **2.8.1 Monthly Audit by Client (Construction Regulation 4(1) (d))**

*The Employer will conduct monthly audits 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.*

### **2.8.2 Other Audits and Inspections by The Employer**

*The Employer reserves the right to conduct other hoc audits and inspections as deemed necessary. This will include site safety walks.*

### **2.8.3 Contractor's Audits and Inspections**

*The principal contractor is to conduct his own monthly internal audits to verify compliances with his own OH&S management system as well as this specification.*

### **2.8.4 Inspections by OH&S Representatives and other Appointees**

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

### **2.8.5 Recording and Review of Inspection Results**

*All the results of the above-mentioned inspections shall be in writing at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.*

## **2.9 Accidents and Incident Investigation (General Administrative Regulation 9)**

*The principal contractor shall be 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 investigations shall be entered into an accident/incident register listed in paragraph 2.4.1*

*The principal contractor shall be 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.*

## **2.10 Reporting**

T2.2.117

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

*The principal contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.*

### **3.0 OPERATIONAL CONTROL**

#### **3.1 Operational Procedures**

*Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:*

- to be conversant with Regulations 8 to 29 (inclusive)*
- to comply with their provisions*
- to include them in his OH&S plan where relevant*

#### **3.2 Emergency Procedure**

*Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.*

#### **3.3 Personal & Other Protective Equipment (Section 8/ 15/ 23 of the OH&S Act)**

*The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.*

*Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.*

*Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.*

*It is a further requirement that the contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.*

*Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.*

*The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.*

#### **3.4 Other Regulations**

*Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.*

T2.2.118

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 3.5 **Public Health and Safety (Section 9 of the OH&S Act)**

*The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This includes:*

- *Non-employees entering the site for whatever reason*
- *The surrounding community*
- *Passers-by to the site*

## 4.0 **PROJECT/S SPECIFIC REQUIREMENTS**

### 4.1 **List of Risk Assessments**

- Clearing and Grubbing of the areas/site
- Site establishment including:
  - Offices
  - Secure/safe storage for materials and 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, lightning 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 the 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 and lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/AIDS, COVID-19 and other diseases
- Use of portable electrical equipment including
  - Angle grinder
  - Electrical drilling machine
  - Still saw
- Excavation including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- Welding including
  - Arc welding
  - Gas welding
  - Flame cutting
  - Flame cutting

T2.2.119

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Use of LP gas torches and appliances
- *Loading and offloading of truck*
- *Aggregate/sand and other materials delivery*
- *Manual and mechanical handling*
- *Lifting and powering operators*
- *Driving and operation of construction vehicles and mobile plant including.*
  - Trenching machine
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in pipelines
- Backfilling trenches
- Protection against flooding
- Gabion work
- Use of explosive
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspection and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation

Contractor

Witness 1

Witness 2

T2.2.120

Employer

Witness 1

Witness 2

FORM C1.5

SUPPLY CHAIN MANAGEMENT POLICY

Please refer to OR Tambo Procurement Policy.

Contractor

Witness 1

Witness 2

T2.2.121

Employer

Witness 1

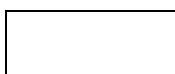
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## C2 PRICING DATA

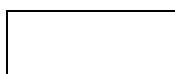
C2.1 Pricing Instructions

C2.2 Bill of Quantities

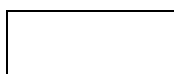
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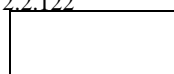
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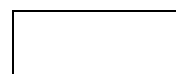
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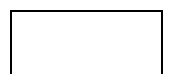
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*Employer*



*Witness 1*



*Witness 2*

**FORM C2.1****PRICING INSTRUCTIONS**

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended published and issued by the Association of South African Quantity Surveyors (Seventh Edition, 2017). Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provision of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provision of the Model Bills of Quantities for Mechanical work, published by the South African Association of Quantity Surveyors, (July 2005).
  - c) Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical work, published by the South African Association of Quantity Surveyors, (July 2005)
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated in the bid document. The bidder is deemed to have referred to these documents for the full intent and meaning of each clause. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
5. The drawings used for the setting up of these Bills of Quantities are kept by the Principal Agent or Quantity Surveyor and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. An amount or rate shall be entered against each item in the Bills of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bills of Quantities.
8. Should the Bidder group a number of items together and tender one sum for such group of items, the single sum bid shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
9. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
10. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
11. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
12. The units of measurement indicated in the Bills of Quantities are metric units. The following abbreviations may appear in the Bills of Quantities:

Item = 1 of

No = Units measured in number

mm = Millimetre

m = metre

m<sup>2</sup> = square metrem<sup>3</sup> = cubic metre

Kg = kilogram

PC Sum = Prime Cost Sum

T2.2.123

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

13. The Bidder shall enter extended totals for each summary page and final summary in the Bills of Quantities in black ink.
14. These Bills of Quantities contain pages numbered consecutively in each Bill as indicated in the Index. Before the contractor submits his tender, he should check the number of pages in every Bill and if any are found missing or duplicated, or the figures or writing indistinct, or the bills of Quantities contain any obvious errors, he should apply to the Quantity Surveyor at once and have same rectified, as no liability whatsoever will be admitted by the Quantity Surveyor in the respect of errors in the Bid due to the foregoing.
15. No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, erasure or addition be made, it will not be recognised but the original wording of the Bills of Quantities will be adhered to.
16. The quantities that are measured provisional are subject to re-measure on completion of the project.
17. The amount of Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
18. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
19. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustment shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) An amount which is not to be varied, namely Fixed (F)
  - b) An amount which is to be varied in proportion to the contract value, namely Value Related (V);
  - c) An amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T)
20. Where no provision is made in the Bills of Quantities to indicate which of three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown.
  - a) 10 percent is Fixed;
  - b) 15 percent is Value related
  - c) 75 percent is Time related
21. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
22. The bills of Quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The standard Conditions of Bid, Conditions of Contract, Specifications, Drawings, "Department of Public Works: Construction Works: Specifications – General Specification (PW371-A) and Construction Works: Specifications – Particular Specification (PW371-B)" and all other relevant documentation.
23. The bid price must include Value Added Tax (VAT). All rates, provisional sums, etc in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
24. Labour-intensive Works:
  - a) Those parts of the contract to be constructed using labour-intensive methods have been marked in the bills of quantities with the letters LI 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 items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

T2.2.124

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

*Contractor*

*Witness 1*

*Witness 2*

T2.2.125

*Employer*

*Witness 1*

*Witness 2*

**FORM C2.2**

**BILL OF QUANTITIES**

*Contractor*

*Witness 1*

*Witness 2*

T2.2.126

*Employer*

*Witness 1*

*Witness 2*

Amount

**BILL NO. 1**  
**PRELIMINARIES**

**MEANING OF TERMS 'TENDER / TENDERER'**

Any reference to the words 'Tender' or 'Tenderer' herein and/or in any other documentation shall be construed to have the same meaning as the words 'Bid' or 'Bidder'.

**PRELIMINARIES**

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".

**PRICING OF PRELIMINARIES**

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**A1.0 DEFINITIONS AND INTERPRETATION**

- 1 Clause 1.0 Clause 1.1 Definition of "Commencement Date" is added "COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following: "CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following: "CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion

Carried to Collection

R

Bill No. 1  
Preliminaries

Contractor

Witness 1

Witness 2

T2.2.127

Employer

Witness 1

Witness 2

		Amount
	<p>Clause 1.1 Definition of "Corrupt Practice" is added: "CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. Clause 1.1 Definition of "Fraudulent Practice" is added: "FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition. Clause 1.1 Definition of "Interest" is amended by replacing it with the following: "INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999) Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> <p>"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule Clause 1.1 Definition of "Security" is amended by replacing it with the following: "SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax" Clause 1.6.4 is amended by replacing it with the following: No clause.</p> <p><b><u>OBJECTIVE AND PREPARATION</u></b></p> <p><b><u>A2.0 OFFER, ACCEPTANCE AND PERFORMANCE</u></b></p> <p>2 Clause 2.0</p> <p><b><u>A3.0 DOCUMENTS</u></b></p> <p>3 Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with "14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p> <p><b><u>A4.0 DESIGN RESPONSIBILITY</u></b></p> <p>4 Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>Carried to Collection</p> <p>Bill No. 1</p> <p>Preliminaries</p>	<p>Item</p> <p>Item</p> <p>Item</p> <p>R</p>
	2	

Contractor

Witness 1

Witness 2

T2.2.128

Employer

Witness 1

Witness 2

		Amount
	No clause.	Item
	<b><u>A5.0 EMPLOYER'S AGENTS</u></b>	
5	Clause 5.0	
	Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8	
	<b><u>A6.0 SITE REPRESENTATIVE</u></b>	
6	Clause 6.0	Item
	<b><u>A7.0 COMPLIANCE WITH REGULATIONS</u></b>	
7	Clause 7.0	
	Note: A separate clause has been included in Section C : Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification.	Item
	<b><u>A8.0 WORKS RISK</u></b>	
8	Clause 8.0	Item
	<b><u>A9.0 INDEMNITIES</u></b>	
9	Clause 9	Item
	<b><u>A10.0 WORKS INSURANCES</u></b>	
10	Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: 10.5 Damage to the Works (a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary (b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works  c)The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6 (d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof 10.6 Injury to Persons or loss of or damage to Properties (a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable	
	Carried to Collection	R
	Bill No. 1	
	Preliminaries	

Contractor

Witness 1

Witness 2

T2.2.129

Employer

Witness 1

Witness 2

Amount

(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable

c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor

(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed

(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works 10.7 High risk insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs

Carried to Collection

R

Bill No. 1  
Preliminaries

T2.2.130

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Amount
	<p>10.7.2 Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.</p> <p><b><u>A11.0 LIABILITY INSURANCES</u></b></p>	Item
11	Clause 11.0	Item
	<b><u>A12.0 EFFECTING INSURANCES</u></b>	
12	Clause 12.0	Item
	<b><u>A13.0 No clause</u></b>	
	<b><u>A14.0 SECURITY</u></b>	
13	<p>Clause 14.0 Clauses 14.1 - 14.8 are amended by replacing them with the following: 14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) 14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p>	
	Carried to Collection	R
Bill No. 1		
Preliminaries		

Contractor

Witness 1

Witness 2

T2.2.131

Employer

Witness 1

Witness 2

Amount

14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date.

Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected. 14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected: 14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor 14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor 14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor 14.3.5

The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor 14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party 14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected: 14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender 14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring

14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee 14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected: 14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)

Carried to Collection

R

Bill No. 1  
Preliminaries

Contractor

Witness 1

Witness 2

T2.2.132

Employer

Witness 1

Witness 2



		Amount
14	<p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.6.1</p> <p>The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</p> <p><b><u>EXECUTION</u></b></p> <p><b><u>A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS</u></b></p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The security selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>Carried to Collection</p> <p>Bill No. 1</p> <p>Preliminaries</p>	Item
		R

Contractor

Witness 1

Witness 2

T2.2.133

Employer

Witness 1

Witness 2

		Amount
	15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date Clause 15.2.1 is amended by replacing it with the following clause: Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4	Item
	<b><u>A16.0 ACCESS TO THE WORKS</u></b>	
15	Clause 16.0	Item
	<b><u>A17.0 CONTRACT INSTRUCTIONS</u></b>	
16	Clause 17.0 Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"	Item
	<b><u>A18.0 SETTING OUT OF THE WORKS</u></b>	
17	Clause 18.0	Item
	<b><u>A19.0 ASSIGNMENT</u></b>	
18	Clause 19.0	Item
	<b><u>A20.0 NOMINATED SUBCONTRACTORS</u></b>	
19	Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums	Item
	<b><u>A21.0 SELECTED SUBCONTRACTORS</u></b>	
20	Clause 21.0 Clause 21 is amended by replacing it with: No clause	Item
	<b><u>A22.0 EMPLOYER'S DIRECT CONTRACTORS</u></b>	
21	Clause 22.0	Item
	<b><u>A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS</u></b>	
22	Clause 23.0	Item
	<b><u>COMPLETION</u></b>	
	<b><u>A24.0 PRACTICAL COMPLETION</u></b>	
23	Clause 24.0	Item
Carried to Collection		R
Bill No. 1 Preliminaries		

Contractor

Witness 1

Witness 2

T2.2.134

Employer

Witness 1

Witness 2

			Amount
<b><u>A25.0 WORKS COMPLETION</u></b>			
24	Clause 25.0	Item	
<b><u>A26.0 FINAL COMPLETION</u></b>			
25	Clause 26.0		
	Clause 26.1.2 is amended by inserting "#" next to 26.1.2	Item	
<b><u>A27.0 LATENT DEFECTS LIABILITY PERIOD</u></b>			
26	Clause 27.0	Item	
<b><u>A28.0 SECTIONAL COMPLETION</u></b>			
27	Clause 28.0	Item	
<b><u>A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION</u></b>			
28	Clause 29.0		
	Clause 29.2.5 is amended by replacing it with:		
	No clause	Item	
<b><u>A30.0 PENALTY FOR NON-COMPLETION</u></b>			
29	Clause 30.0	Item	
<b><u>PAYMENT</u></b>			
<b><u>A31.0 INTERIM PAYMENT TO THE CONTRACTOR</u></b>			
30	Clause 31.0 Clause 31.5.2 is amended by replacing "14.7.1 with "14.0"		
	Clause 31.8 is amended by replacing it with the following two alternative clauses: Alternative A 31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion 31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion 31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6		
	31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate		
	Alternative B 31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full.		
Carried to Collection			R
Bill No. 1			
Preliminaries			

Contractor

Witness 1

Witness 2

T2.2.135

Employer

Witness 1

Witness 2

		Amount
	<p>The value certified shall be subject to the following percentage adjustments  31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion  31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion  31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6  31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate  Clause 31.12 is amended by deleting the following:  Payment shall be subject to the employer giving the contractor a tax invoice for the amount due</p>	Item
	<b><u>A32.0 ADJUSTMENT TO THE CONTRACT VALUE</u></b>	
31	<p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:  "due to no fault of the contractor"</p>	Item
	<b><u>A33.0 RECOVERY OF EXPENSE AND LOSS</u></b>	
32	Clause 33.0	Item
	<b><u>A34.0 FINAL ACCOUNT AND FINAL PAYMENT</u></b>	
33	<p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1  Clause 34.2 is amended by removing "#" next to 34.2  Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"  Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"</p>	Item
	<b><u>A35.0 PAYMENT TO OTHER PARTIES</u></b>	
34	Clause 35.0	Item
	<b><u>CANCELLATION</u></b>	
	<b><u>A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</u></b>	
35	<p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:  36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p>	
	Carried to Collection	R
	Bill No. 1	
	Preliminaries	

Contractor

Witness 1

Witness 2

T2.2.136

Employer

Witness 1

Witness 2

		Amount
36	<p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p><b><u>A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</u></b></p>	Item
	<p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p><b><u>A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</u></b></p>	Item
	<p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p><b><u>A39.0 CANCELLATION - CESSATION OF THE WORKS</u></b></p>	Item
	<p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report"</p>	Item
Carried to Collection		R
Bill No. 1		
Preliminaries		

Contractor

Witness 1

Witness 2

T2.2.137

Employer

Witness 1

Witness 2

		Amount
39	<b><u>DISPUTE</u></b>	
	<b><u>A40.0 DISPUTE SETTLEMENT</u></b>	
	Clause 40.6 is amended by removing the reference to:	
	No clause	
	Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:	
	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs	Item
40	Clause 40.0	
	Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"	
	<b><u>CONTRACT VARIABLES</u></b>	
	<b><u>A42.0 THE SCHEDULE (DPW-04EC)</u></b>	
41	Clause 42.0	
	Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract	Item
	<b><u>SUBSTITUTE PROVISIONS</u></b>	
	<b><u>A41.0 STATE CLAUSES</u></b>	
42	Clause 41.0	Item
	<b><u>SECTION B: JBCC PRELIMINARIES</u></b>	
	<b><u>B1.0 DEFINITIONS AND INTERPRETATION</u></b>	
	<b><u>B1.0 DEFINITIONS AND INTERPRETATION</u></b>	
43	B1.1 Definitions and interpretation	
	See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section.	Item
	<b><u>B2.0 DOCUMENTS</u></b>	
44	B2.1 Checking of documents	Item
45	B2.2 Provisional Bills of Quantities	Item
46	B2.3 Availability of construction documentation	Item
47	B2.4 Interests of Agents	Item
48	B2.5 Priced documents	Item
	B2.6 Tender submission	
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "FORM OF OFFER AND ACCEPTANCE"	Item
Carried to Collection		R
Bill No. 1		
Preliminaries		

Contractor

Witness 1

Witness 2

T2.2.138

Employer

Witness 1

Witness 2

			Amount
<b><u>B3.0 THE SITE</u></b>			
49	B3.1 Defined works area	Item	
50	B3.2 Geotechnical investigation	Item	
51	B3.3 Inspection of the Site	Item	
52	B3.4 Existing premises occupied	Item	
53	B3.5 Previous work - dimensional accuracy	Item	
54	B3.6 Previous work - defects	Item	
55	B3.7 Services - known	Item	
56	B3.8 Services - unknown	Item	
57	B3.9 Protection of trees	Item	
58	B3.10 Articles of value	Item	
59	B3.11 Inspection of adjoining properties	Item	
<b><u>B4.0 MANAGEMENT OF CONTRACT</u></b>			
60	B4.1 Management of the Works	Item	
61	B4.2 Programme for the Works	Item	
62	B4.3 Progress meetings	Item	
63	B4.4 Technical meetings	Item	
64	B4.5 Labour and Plant records	Item	
<b><u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u></b>			
65	B5.1 Samples of materials	Item	
66	B5.2 Workmanship samples	Item	
67	B5.3 Shop drawings	Item	
68	B5.4 Compliance with manufacturers' instructions	Item	
<b><u>B6.0 TEMPORARY WORKS AND PLANT</u></b>			
69	B6.1 Deposits and fees	Item	
70	B6.2 Enclosure of the works	Item	
71	B6.3 Advertising	Item	
72	B6.4 Plant, equipment, sheds and offices	N/A	
73	B6.5 Main notice board	Item	
Carried to Collection		<b>R</b>	
Bill No. 1			
Preliminaries			

Contractor

Witness 1

Witness 2

T2.2.139

Employer

Witness 1

Witness 2





		Amount	
98	B11.11 As built information	Item	
99	B11.12 Tenant installations	Item	
<b><u>B1.0 DEFINITIONS AND INTERPRETATION</u></b>			
<b><u>B12.1 Schedule of Variables</u></b>			
This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.			
Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are listed in [ ] brackets			
<b><u>12.1 PRE-TENDER INFORMATION</u></b>			
12.1.1 Provisional Bills of Quantities [2.2] The quantities are provisional (Yes).			
12.1.2 Availability of Construction documentation			
[2.3] Construction documentation is not complete (No).			
12.1.3 Interests of Agents			
[2.4] Details:			
12.1.4 Defined works area			
[2.5] Details:			
12.1.5 Geotechnical investigation			
[3.2] Details:			
12.1.6 Existing premises occupied			
[3.4] Specific requirements:			
12.1.7 Previous work - dimensional accuracy			
[3.5] Details:			
12.1.8 Previous work - defects			
[3.6] Details:			
Carried to Collection		R	
Bill No. 1			
Preliminaries			

Contractor

Witness 1

Witness 2

T2.2.141

Employer

Witness 1

Witness 2

		Amount
<b><u>SECTION C: SPECIFIC PRELIMINARIES</u></b>		
<b><u>Section C: Specific Preliminaries:</u></b>		
<b><u>C1 CONTRACT DRAWINGS</u></b>		
100	The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent.	Item
<b><u>C2 GENERAL PREAMBLES</u></b>		
<b><u>C3 TRADE NAMES</u></b>		
101	Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders.  If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for	Item
<b><u>C4 IMPORTED MATERIALS AND EQUIPMENT</u></b>		
102	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)  Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)	Item
<b><u>C5 VIEWING THE SITE IN SECURITY AREAS</u></b>		
103	The site is not situated in a security area.	Item
<b><u>C7 ENTRANCE PERMITS TO SECURITY AREAS</u></b>		
104	As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer	N/A
<b><u>C8 SECURITY CHECK OF PERSONNEL</u></b>		
105	The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified	
Carried to Collection		R
Bill No. 1		
Preliminaries		

Contractor

Witness 1

Witness 2

T2.2.142

Employer

Witness 1

Witness 2

		Amount
	In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works	N/A
	<b><u>C9 PROHIBITION ON TAKING OF PHOTOGRAPHS</u></b>	
106	In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister	
	The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959	N/A
	<b><u>C10.1 AWARENESS CHAMPION</u></b>	
107	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	Item
	<b><u>C10.2 AWARENESS WORKSHOPS</u></b>	
108	Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification	Item
	<b><u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u></b>	
109	Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification	Item
	<b><u>C10.5 MONITORING</u></b>	
110	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification	Item
Carried to Collection		R
Bill No. 1		
Preliminaries		

Contractor

Witness 1

Witness 2

T2.2.143

Employer

Witness 1

Witness 2

		Amount
111	<p><b><u>C11 OCCUPATIONAL HEALTH AND SAFETY ACT</u></b></p> <p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance.</p> <p>The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment. Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p><b><u>12.1.9 Services - known</u></b></p> <p><b><u>[3.7] Details:</u></b></p> <p>12.1.10 Protection of trees</p> <p>[3.9] Specific requirements:</p> <p>12.1.11 Inspection of adjoining properties</p> <p>[3.11] Specific requirements:</p> <p><b><u>C10 HIV/AIDS AWARENESS</u></b></p> <p>12.1.12 Enclosure of the works</p> <p>[6.2] Specific requirements:</p> <p>12.1.13 Offices</p> <p>[6.4.3] Specific requirements:</p> <p>The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</p> <p>12.1.14 Main notice board</p> <p>[6.5] Specific requirements:</p>	<p>Item</p> <p>Carried to Collection</p> <p>R</p>
	<p>Bill No. 1</p> <p>Preliminaries</p>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Amount
<p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering</p> <p>12.1.15 Subcontractors Notice Board</p> <p>[6.6] A Notice Board is required</p> <p>No</p> <p>12.1.16 Water</p> <p>[7.2] Option A - by Contractor</p> <p>Yes</p> <p>Option B - by employer (free of charge)</p> <p>No</p> <p>Option C - by employer (metered)</p> <p>No</p> <p>12.1.17 Electricity</p> <p>[7.3] Option A - by Contractor</p> <p>Yes</p> <p>Option B - by employer (free of charge)</p> <p>No</p> <p>Option C - by employer (metered)</p> <p>No</p> <p>12.1.18 Telecommunications</p> <p>[7.4] Telephone</p> <p>Yes</p> <p>Facsimile</p> <p>Yes</p> <p>Email</p> <p>Yes</p> <p>Alternative chosen: A/B</p> <p>12.1.19 Ablution facilities</p> <p>[7.5] Option A (by contractor)</p> <p>Yes</p> <p>Option B (by employer)</p>		
Carried to Collection		R
Bill No. 1		
Preliminaries		

Contractor

Witness 1

Witness 2

T2.2.145

Employer

Witness 1

Witness 2

		Amount
	No	
	12.1.20 Protection of existing/sectionally occupied works	
	[11.2] Protection is required	
	No	
112	The document "Specification of Materials and Methods to be used (PW371)" is obtainable on request from the head office and all regional offices of the Department, and shall be read in conjunction with the bills of quantities / lump sum document and be referred to for the full descriptions of work to be done and materials to be used	Item
	<b><u>12.1.21 Special Attendance</u></b>	
	<b><u>[9.2] Subcontractor (1) details:</u></b>	
	<b><u>Subcontractor (2) details:</u></b>	
	<b><u>Subcontractor (3) details:</u></b>	
	<b><u>Subcontractor (4) details:</u></b>	
	12.1.22 Protection of the Works	
	[11.1] Specific requirements:N/A	
	12.1.23 Disturbance	
	[11.5] Specific requirements:	
	The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent	
	<b><u>12.2 POST-TENDER INFORMATION</u></b>	
	<b><u>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</u></b>	
	12.1.24 Environmental Disturbance	
	[11.6] Specific requirements:N/A	
113	As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account	N/A
	12.2.1 Payment of Preliminaries [10.2] Option A (prorated) Yes/NO Option B (calculated) Yes/No	
	12.2.2 Adjustment of Preliminaries [10.3] Option A (three categories) Yes/No Option B (detailed breakdown) Yes/No	
	<b><u>C10.4 ACCESS TO CONDOMS</u></b>	
	12.2.3 Additional agreed preliminaries items	
	Details:	
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item	
	Carried to Collection	R
	Bill No. 1	
	Preliminaries	

20

T2.2.146

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Amount
114	<p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p>	
Carried to Collection		R
Bill No. 1		
Preliminaries		

21

T2.2.147

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BILL NO. 1**  
**PRELIMINARIES**  
**COLLECTION**

Amount

Page No

Brought Forward from Page

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

Carried to Summary

R

Bill No. 1  
Preliminaries

22

T2.2.148

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	Unit	Quantity	Rate	Amount
<b>BILL NO. 2</b>				
<b><u>ALTERATIONS</u></b>				
<b><u>Taking out and removing doors, windows, etc. from brickwork to be demolished</u></b>				
1 Glazed aluminium doors exceeding 2,5m <sup>2</sup> and not exceeding 5m <sup>2</sup>	No	1		
2 Glazed aluminium window exceeding 2,5m <sup>2</sup> and not exceeding 5m <sup>2</sup>	No	3		
<b><u>Taking out and removing doors, windows, etc., including thresholds, sills, etc. (Altering up openings and making good finishes elsewhere)</u></b>				
3 Roller shutter door 3000 x 2200m high	No	1		
<b><u>Taking out doors, windows, etc., including thresholds, sills, etc., setting aside for re-use and later refixing in similar new position</u></b>				
4 Drywall partitions 2400m high, including doors, glazed borrowed lights, etc.	m	11		
<b><u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc. and preparing screeds for new floor coverings</u></b>				
5 Carpet tile floor covering	m <sup>2</sup>	310		
<b><u>Taking out/off and removing sundry metalwork</u></b>				
6 Steel wire mesh burglar proofing with frame 6400mmx 2400mm high bolted to brickwork, including making good face brickwork	No	1		
7 Stainless steel gate size 900 x 2400mm high	No	1		
<b><u>Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc.</u></b>				
8 Tiles to floors	m <sup>2</sup>	84		
9 Tiles to walls	m <sup>2</sup>	10		
Carried to Collection			R	
Bill No. 2 Alterations				
23				

Contractor

Witness 1

Witness 2

T2.2.149

Employer

Witness 1

Witness 2

Witness 2

**BILL NO. 2**  
**ALTERATIONS**  
**COLLECTION**

Amount

Page No

Brought Forward from Page

23  
24

Carried to Summary

R

Bill No. 2  
Alterations

25

Contractor

Witness 1

Witness 2

T2.2.151

Employer

Witness 1

Witness 2





	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 5</u></b> <b><u>CARPENTRY AND JOINERY</u></b>				
<b><u>SKIRTINGS</u></b> <b><u>Wrought softwood</u></b>				
1 19 x 70mm Meranti skirtings with 19mm meranti quadrant	m	336		
<b><u>DOORS</u></b> <b><u>Wrought meranti doors</u></b>				
2 40mm thick standard solid core flush panel double door with two concealed edges, faced on the inside is an approved commercial ply suitable for painting, on the outside clad with 100mm x 9mm thick veneered timber cladding panels and approved 120mm x 1022mm natural anodised aluminium ventilation louvre in the positions indicated, door size 2300mm wide x 2064mm high.	No	7		
<b><u>CUPBOARDS TO KITCHENS, BEDROOMS, ETC</u></b> <b><u>Kitchen cupboards all in white melamine with and including 3mm impact edging where necessary, etc:</u></b>				
3 Sink cupboard 1800 x 900mm high with sides, bottom, divisions, shelf, back and single hinged doors (sink elsewhere).	No	1		
Carried to Summary			R	
Bill No. 5 Carpentry And Joinery				
28				

Contractor

Witness 1

Witness 2

T2.2.154

Employer

Witness 1

Witness 2

Witness 2

		Unit	Quantity	Rate	Amount
<b><u>BILL NO. 7</u></b>					
<b><u>FLOOR COVERINGS</u></b>					
<b><u>FLOOR COVERINGS</u></b>					
<b><u>600x600mm x 4.3mm thick Floorworx Flotex Bionic Carpets (Code S482037), colour Grey (Product code T3822037), including 4.3mm thick x 2.0mm wide Flotex electronically flocked textile sheeting, laid in FloorworX No. 62 acrylic adhesive spread with a trowel fitted with an A2 notched blade at a rate of between 5.5m<sup>2</sup> and 6.5m<sup>2</sup> per litre on suitably prepared subfloor (elsewhere specified) in accordance with SANS 10070, using FloorworX Self Leveller when required, rolled with 68kg three section metal roller, all installed by approved installer in accordance with SANS 10186:2000.</u></b>					
1	On floors	m <sup>2</sup>	162		
<b><u>SKIRTINGS, NOSINGS, ETC</u></b>					
<b><u>"Kirk Marketing" or similar approved</u></b>					
2	Aluminium Wide carpet gripper edge trim (code:ACGRE100)	m	148		
Carried to Summary				R	
Bill No. 7 Floor Coverings					
30					

Contractor

Witness 1

Witness 2

T2.2.156

Employer

Witness 1

Witness 2



		Unit	Quantity	Rate	Amount
<b><u>BILL NO. 8</u></b>					
<b><u>IRONMONGERY</u></b>					
<b><u>HINGES, BOLTS, ETC.</u></b>					
<b><u>"Assa Abloy" or similar and approved</u></b>					
1	100 x 88mm Bush bearing hinge Butt Hinge ( Code 8352-100SS/2)	Pairs	7		
<b><u>LOCKS</u></b>					
<b><u>'Dormakaba' or similar approved</u></b>					
2	Satin Nickel 66mm master keyed double cylinder (Code: DDC106601).	No	17		
3	52mm diameter Two Tone Stainless Steel bathroom WC indicator set (Code: DWC-TT-007).	Pairs	4		
4	52mm diameter Stainless Steel cylinder escutcheon set (Code: DCE-002).	No	17		
<b><u>'Union' or similar approved</u></b>					
5	Four lever lockset	No	2		
<b><u>HANDLES</u></b>					
<b><u>'Dormakaba' or similar approved</u></b>					
6	Commercial 128mm long spring loaded lever handle in Stainless Steel finish (Code: CR003 ).	No	12		
7	Tubular straight Stainless Steel bolt through pull handle (Code: DPH205BT), size 30mm diameter x 400mm long.	Pairs	6		
<b><u>PUSH PLATES AND KICK PLATES</u></b>					
<b><u>Assa Abloy or similar and approved</u></b>					
8	300 x 800mm Stainless steel kick plate (Code SS5089-300W)	No	9		
<b><u>DOOR CLOSERS</u></b>					
<b><u>'Dormakaba' or similar approved</u></b>					
9	Mechanical hold open G-SR slide channel door coordinator (Code: TS92B G-SR RF 1) with a closing force of EN 2-4 for maximum 1100mm wide door.	No	4		
Carried to Collection				R	
Bill No. 8					
Ironmongery					
31					

Contractor

Witness 1

Witness 2

T2.2.157

Employer

Witness 1

Witness 2

**Witness 2**

**BILL NO. 8**  
**IRONMONGERY**  
**COLLECTION**

Amount

Page No

Brought Forward from Page

31  
32

Carried to Summary

R

Bill No. 8  
Ironmongery

33

T2.2.159

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 9</u></b>				
<b><u>METALWORK</u></b>				
<b><u>PRESSED STEEL DOOR FRAMES</u></b>				
<b><u>1,2mm Double rebated frames suitable for half brick walls</u></b>				
1 Frame for door 900 x 2100mm high	No	7		
<b><u>ALUMINIUM WINDOWS, DOORS, ETC. (CPAP WORK GROUP NO. 140)</u></b>				
<b><u>Aluminium doors and windows with 6.38mm Intruderprufe NS clear laminated safety glass with white opaque vinyl film.</u></b>				
2 Standard window size 2600 x 1200mm high	No	5		
3 Standard window size 900 x 1200mm high	No	4		
<b><u>Powder coated framed aluminium partition fixed to floors and ceilings including 6.38mm Intruderprufe NS clear laminated safety glass with white opaque vinyl film.</u></b>				
4 Internal partition dividers	m²	205		
<b><u>Pelican Systems 1200 x 2030mm high natural anodised aluminium hinged unequal double leaf door for partitions (code: DRAPNGR6 + DRANGLD3), hung on pair of aluminium butt hinges, glazed in accordance with SANS 10160, SANS 10137, SANS 10400 (Part N of Section 3) and SANS 1263, all in accordance with AAAMSA Selection Guide for Glazed Aluminium Architectural Aluminium Products.</u></b>				
5 Left opening standard door	No	8		
6 Right opening standard door	No	4		
Carried to Collection			R	
Bill No. 9				
Metalwork				
34				

Contractor

Witness 1

Witness 2

T2.2.160

Employer

Witness 1

Witness 2

	Unit	Quantity	Rate	Amount
<b><u>ALUMINIUM SHOPFRONTS (CPAP WORK GROUP NO. 149)</u></b> <b><u>GLAZED ALUMINIUM SHOPFRONTS, WINDOWS &amp; DOORS</u></b> <b><u>Purpose made extruded Aluminium "Powdercoated" Shopfront with laminated safety glass(Glass type elsewhere), as per Window schedule and including sundries, etc., fixing of ironmongery and executed complete with moulded glazing beads as per manufacturer and approved by the Architect. Aluminium colour: ANP19006 Gloss White Aluminium (Interpon D 1000 Series). Glass thickness to comply with "Part N" NBR safety regulations.Locks to form integrated part of master key system. (To be specified) Shopfront to conform to SANS10137/AAMSA specification ANP 3055. Design &amp; supply by manufacturer to sustain windloads as per SABS 0160/1989 (5.5). Design to meet structural requirements and remains responsibility of manufacturer. (All as per Architect's drawings)</u></b> <b><u>Sheerline 15 Shopfront system or similar approved with mullions;Single Glazed;Shading Coefficient:0.52;U-Value:3.40.</u></b>				
7	No	1		
External Shopfront overall size 8400 x 3000mm high with 10 fixed panes each pane size 500 x 3000mm high.				
Carried to Collection			R	
Bill No. 9 Metalwork				
35				

Contractor

Witness 1

Witness 2

T2.2.161

Employer

Witness 1

Witness 2

**BILL NO. 9**  
**METALWORK**  
**COLLECTION**

Amount

Page No

Brought Forward from Page

34  
35

Carried to Summary

R

Bill No. 9  
Metalwork

36

Contractor

Witness 1

Witness 2

T2.2.162

Employer

Witness 1

Witness 2

		Unit	Quantity	Rate	Amount
<b><u>BILL NO. 10</u></b>					
<b><u>PLASTERING</u></b>					
<b><u>SCREEDS</u></b>					
<b><u>Screeds steel trowelled, on concrete</u></b>					
1	25mm Thick on floors and landings	m <sup>2</sup>	45		
<b><u>INTERNAL PLASTER</u></b>					
<b><u>Compo plaster steel trowelled, on brickwork</u></b>					
2	On walls	m <sup>2</sup>	29		
<b><u>Cement plaster wood floated for tiles, on concrete</u></b>					
3	On ceilings	m <sup>2</sup>	310		
Carried to Summary				R	
Bill No. 10 Plastering					
37					

Contractor

Witness 1

Witness 2

T2.2.163

Employer

Witness 1

Witness 2

		Unit	Quantity	Rate	Amount
<b><u>BILL NO. 11</u></b>					
<b><u>TILING</u></b>					
<b><u>WALL TILING</u></b>					
<b><u>600 x 600 x 5mm Soft Light Grey Matt Glazed</u></b>					
<b><u>Porcelain tile to brickwork including cement plaster backing</u></b>					
1	On walls (New)	m²	15		
<b><u>FLOOR TILING</u></b>					
<b><u>600 x 600 x 5mm Soft light grey matt glazed</u></b>					
<b><u>porcelain ceramic floor tiles on brickwork including</u></b>					
<b><u>cement plaster backing</u></b>					
2	On floors and landings	m²	137		
Carried to Summary				R	
Bill No. 11					
Tiling					
38					

Contractor

Witness 1

Witness 2

T2.2.164

Employer

Witness 1

Witness 2



	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 12</u></b>				
<b><u>PLUMBING AND DRAINAGE</u></b>				
<b><u>SANITARY FITTINGS</u></b>				
<b><u>'Franke' or similar approved</u></b>				
1 Franke Trendline Model 1200x535 DEB Grade 304 18/10 polished stainless steel double end bowl drop on sink (Code: 1030009), overall size 1200 x 535mm with two 343 x 410 x 140mm deep bowls, fitted onto cupboard (elsewhere specified). Sink to include 38mm waste fitting and Sink to include Highrise Swivel mixer (Code: 1150019) with overarm swivel spout, 15mm flexible connections. With 5 year guarantee on body construction.	No	1		
<b><u>Vaal</u></b>				
2 Vaal Sanitaryware Hibiscus vitreous china close coupled suite colour White, comprising 90° outlet open rim pan (Code: 772654) with matching 6/3 litre top dual flush cistern (Code: 772656) including lid and fittings and Jazz Thermoset seat (code: 8531Z0).	No	4		
3 Vaal Sanitaryware Bantam vitreous china cloakroom basin colour White (Code: 703003WH), overall size 455 x 290 x 210mm with one taphole (LHS) including integrated overflow and chainstay hole and chrome plated basin waste (Code: 8794Z000), bolted to wall with 2No. 10mm bolts (Code: 8448Z000) and sealed with silicone sealant where basin meets wall.	No	4		
4 Vaal Sanitaryware 600 x 385 x 380mm Lavatera back inlet white vitreous china wall mounted urinal (Code: 705427WH) including 38mm chromium plated domical grating (Code: 8787Z0) and chromium plated back inlet spreader (Code: 7054Z2), automatic electronic flush valve, fixed on and including two hanger brackets (Code: 8127Z0).	No	1		
<b><u>WASTE UNIONS ETC</u></b>				
<b><u>Cobra Watertech</u></b>				
5 32mm 301 CP basin waste union	No	4		
6 38mm sink waste union	No	1		
<b><u>TRAPS ETC</u></b>				
<b><u>Cobra Watertech</u></b>				
7 75mm VA3.113 CP hinged urinal domical grating	No	2		
Carried to Collection			R	
Bill No. 12				
Plumbing And Drainage				
39				

Contractor

Witness 1

Witness 2

T2.2.165

Employer

Witness 1

Witness 2

		Unit	Quantity	Rate	Amount
8	32mm 340 CP bottle trap	No	5		
	<b><u>TAPS, VALVES, ETC</u></b>				
	<b><u>'Kohler' or similar approved</u></b>				
9	KOHLER Singulier® kitchen mixer in Polished Chrome finish (Code: 10877A-4-CP).	No	1		
	<b><u>'Geberit' or similar approved</u></b>				
10	Geberit HyTouch 26 self closing tap for washbasin with mixer (Article No. 115.721.21.1) finished in chromium-plated 'shiny'.	No	4		
	<b><u>Walcro or similar and approved</u></b>				
11	15mm 155UW built-in urinal flush valve and spreader	No	1		
	<b><u>SANITARY PLUMBING</u></b>				
	<b><u>uPVC soil vent and waste piping in accordance with SABS 967 including all straight couplings, cutting and waste, etc</u></b>				
12	110mm Pipes	m	15		
13	110mm pipe laid in filling under floors	m	5		
14	50mm pipe	m	10		
15	50mm pipe laid in filling under floors	m	15		
	<b><u>Extra over uPVC soil and vent pipes for fittings</u></b>				
16	110mm Pan connector	No	4		
17	110mm Bend	No	5		
18	50mm Bend	No	4		
19	110mm Junction	No	5		
20	50mm Junction	No	4		
21	110mm Access bend	No	3		
22	50mm Access bend	No	4		
	<b><u>Testing</u></b>				
23	Testing waste pipe system	Item			
	<b><u>WATER SUPPLIES</u></b>				
	<b><u>Class 0 copper pipes with capillary couplings</u></b>				
24	15mm Pipes	m	15		
Carried to Collection				R	
Bill No. 12					
Plumbing And Drainage					

40

Contractor

Witness 1

Witness 2

T2.2.166

Employer

Witness 1

Witness 2

		Unit	Quantity	Rate	Amount
25	15mm Pipes chased into brickwork including brown paper lagging	m	10		
26	22mm Pipes	m	15		
27	22mm Pipes chased into brickwork including brown paper lagging	m	10		
	<b><u>Extra over Class 0 copper pipes for capillary fittings</u></b>				
28	15mm Fittings	No	25		
29	22mm Fittings	No	15		
	<b><u>Testing</u></b>				
30	Testing water pipe system	Item			
	<b><u>ELECTRIC WATER HEATERS</u></b>				
	<b><u>Kwikot</u></b>				
31	Kwikot 10 litre Stainless Steel KwikBoil water boiler (Code: KWIKBOIL-10S/S), size 348 x 225 x 460mm high with Stainless Steel tank and drip tray, size 335 x 255 x 60mm deep, steam free boiling water, electronic controls, 15mm overflow, connected to 15mm cold water supply including isolating valve and 230 volt 2400 watt electrical power supply, plugged and screwed to wall and fitted under 1 year warranty.	No	1		
Carried to Collection				R	
Bill No. 12 Plumbing And Drainage					
41					

Contractor

Witness 1

Witness 2

T2.2.167

Employer

Witness 1

Witness 2

**BILL NO. 12**  
**PLUMBING AND DRAINAGE**  
**COLLECTION**

Amount

Page No

Brought Forward from Page

39  
40  
41

Carried to Summary

R

Bill No. 12  
Plumbing And Drainage

42

T2.2.168

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BILL NO. 13 - ELECTRICAL WORK**

*Contractor*

*Witness 1*

*Witness 2*

T2.2.169

*Employer*

*Witness 1*

*Witness 2*

PROSPERITY BUILDING: PHASE 2 : ELECTRICAL INSTALLATION							
ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
	<b>BILL NO. 1: PRELIMINARY AND GENERAL ITEMS</b>						
1.0	Allow for costs incurred for provision of Surety or Letter of Guarantee to cover 10% of the Contract Amount. (Fixed [ ] Time [ ] Value [ ])	item					
2.0	Allow for premium costs incurred for insurances. (Fixed [ ] Time [ ] Value [ ])	item					
3.0	Allow for accommodation and/or living out expenses. (Fixed [ ] Time [ ] Value [ ]) Administration costs / O-Time Costs	item					
4.0	Allow for transport charges. (Fixed [ ] Time [ ] Value [ ])	item					
5.0	Allow for travelling charges. (Fixed [ ] Time [ ] Value [ ])	item					
6.0	Allow for testing the installation as detailed in the Documents, and inspection fees, if any. (Fixed [ ] Time [ ] Value [ ])	item					
7.0	Allow for record drawings and operating instructions. (Fixed [ ] Time [ ] Value [ ])	item					
8.0	Allow for Maintenance, if specified. (Fixed [ ] Time [ ] Value [ ])	item					
9.0	Allow for submission of drawings to the Engineer for approval. (Fixed [ ] Time [ ] Value [ ])	item					
10.0	Allow for costs incurred for site establishment, ablation facilities, off-loading and storage and removal of site establishment on completion of contract. (Fixed [ ] Time [ ] Value [ ])	item					
11.0	Allow for cost for supply and use of electricity, water and telephones. (Fixed [ ] Time [ ] Value [ ])	item					
12.0	Allow for guarantee in terms of the documents. (Fixed [ ] Time [ ] Value [ ])	item					
13.0	Allow for lifting gear, cranes etc. that may be required for moving plant & equipment into position. (Fixed [ ] Time [ ] Value [ ])	item					
14.0	Allow to comply with relevant Health, Safety & Environmental Regulations and Specifications, <b>carried forward from C3.2.</b> (Fixed [ ] Time [ ] Value [ ])	item					
15.0	Allow for Tools & Equipment (Fixed [ ] Time [ ] Value [ ])	item					
	<b>TOTAL TO PRICE SUMMARY</b>						

Contractor

Witness 1

Witness 2

T2.2.170

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
2.0	<b>BILL NO. 2:</b>						
2.1	<b>CABLING AND TRENCHING</b>						
2,1,1	<b>CABLES</b>						
	<b>PVC armoured copper cables installed on cable trays or sleeves or in trenches</b>						
	25mm <sup>2</sup> x 4 core PVC/ECC/PVC cable	m					
	6mm <sup>2</sup> x 4 core PVC/ECC/PVC cable	m					
	16mm <sup>2</sup> x 4 core PVC/ECC/PVC cable	m	50				
	4mm <sup>2</sup> x 4 core PVC/ECC/PVC cable	m					
2,1,1	<b>Cable Terminations including gland, shroud, lugs, connection and labelling.</b>						
	25mm <sup>2</sup> x 4 core PVC/ECC/PVC cable	No					
	6mm <sup>2</sup> x 4 core PVC/ECC/PVC cable	No					
	16mm <sup>2</sup> x 4 core PVC/ECC/PVC cable	No	2				
	4mm <sup>2</sup> x 4 core PVC/ECC/PVC cable	No					
3.0	<b>TRENCHING</b>						
3.1	Trenching and excavation, including backfilling and in earth	m					
3.2	In soft rock	m					
4.0	<b>CABLE MARKERS</b>						
4.1	PVC cable marker tape 100mm wide	m					
4.2	Concrete cable route markers	No					
5.0	<b>PVC SLEEVES</b>						
5.1	110mm dia PVC sleeve	m					
5.2	110mm dia PVC sleeve -radiused bend	No					
	<b>TOTALS CARRIED FORWARD TO NEXT PAGE</b>						

T2.2.17:

Contractor

**Witness 1**

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**Witness 2**

Employer

11

**Witness 1**

**Witness 2**

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
3.0	<b>BILL NO. 3:</b>						
	<b>SWITCHBOARDS</b>						
3.1	<b>SWITCHBOARDS</b>						
	Supply, Installation & Connection of electrical switchboards as detailed on Drawings.						
3,1,1	SDB-OPD (Provisional Sum)	No	1				
3,1,2	Telkom DB (Provisional Sum)	No	1				
TOTALS CARRIED FORWARD TO NEXT PAGE							

Contractor

Witness 1

Witness 2

T2.2.172

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
	<b>BROUGHT FORWARD</b>						
3.13	Variation Rates for additions/omissions to switchboards, prior to manufacture	No	R/O				
	10A - 20A SP 5kA MCB	No	R/O				
	10A - 20A TP 5kA MCB	No	R/O				
	30A TP 5kA MCB	No	R/O				
	60A DP Earth Leakage Isolator	No	R/O				
	60A TP Earth Leakage Isolator	No	R/O				
	20A TP Contactor	No	R/O				
	Surge Protection Device 1-pole 20kA	No	R/O				
	Variation Rates for additions/omissions to switchboards, after installation	No	R/O				
	10A - 20A SP 5kA MCB	No	R/O				
	10A - 20A TP 5kA MCB	No	R/O				
	60A TP 5kA MCB	No	R/O				
	60A DP Earth Leakage Isolator	No	R/O				
	60A TP Earth Leakage Isolator	No	R/O				
	20A TP Contactor	No	R/O				
	60A F15D MCCB	No	R/O				
	<b>TOTALS TO PRICE SUMMARY</b>						

T2.2.173

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Contractor

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**Witness 1**

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**Witness 2**

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Employer

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**Witness :**

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**Witness 2**

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
4.0	<b>BILL NO. 4:</b> <b>CABLE LADDER AND WIRING DUCTING</b>  <b>WIRING DUCTING</b> Note: All wiring ducting and accessories shall be galvanised and epoxy powder coated. Colour Orange. All couplings and accessories to be included in the rates  <b>P8000</b> Duct & Cover - Fixed to surface  Duct & Cover - Mounted on hangars (measured below),  Elbows (Radiused)  4-way Cross Over (Radiused)  Tee  End Caps  Hangers (0 - 500mm)  Hangers (500 - 1500mm)	m               	8               	               			
	<b>TOTALS TO FINAL SUMMARY</b>						

T2.2.174

Page 10

**Contractor**

**Witness 1**

2.2.1/4

***Employer***

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**Witness 1**

**Witness 2**

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
5	<b>BILL NO. 5: CONDUIT AND CONDUIT ACCESSORIES</b>						
5.1	<b>GALVANISED STEEL CONDUIT</b> Note: All surface mounted galvanised conduit shall be Epoxy Powder Coated (Power and lighting conduits to be Orange)						
5,1,1 a	<b>Surface Mounted (on walls or in ceiling space)</b> 20mm conduit	m					
5,1,2 a	<b>Galvanised Steel Conduit boxes</b> 100 x 100 box chased into wall	No	26				
b	100 x 50 box chased into wall	No	40				
c	50mm diameter round box	No					
5.2	<b>PVC CONDUIT</b>						
5,2,1 a	<b>Surface Mounted (on walls or in ceiling space)</b> 20mm conduit (lights)	m	284				
b	20mm conduit (plugs)	m	252				
c	25mm PVC conduit (data)	m					
d	32mm PVC conduit (data)	m					
5,2,2	<b>PVC conduit, cast in concrete, chased in walls</b>						
a	20mm conduit (lights)	m	284				
b	20mm conduit (plugs)	m	252				
c	25mm PVC conduit (data)	m	90				
d	32mm PVC conduit (data)	m					
5,2,1 a	<b>PVC Conduit boxes</b> 50mm diameter PVC round box	No	95				
	<b>TOTAL TO PRICE SUMMARY</b>						

T2.2.175

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**Contractor**

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**Witness 1**

**Witness 2**

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Employer

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**Witness**

**Witness :**

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
6	<b>BILL NO. 6: WIRING</b>						
6.1	<b>SINGLE CORE PVC INSULATED COPPER WIRE</b>						
6,1,1	1.5mm <sup>2</sup> single core (lights)	m	2726				
6,1,2	2.5mm <sup>2</sup> single core (socket outlets)	m	1814				
6,1,3	4mm <sup>2</sup> single core (stove outlets)	m	60				
6.2	<b>MULTI CORE PVC INSULATED COPPER WIRE AIRCON</b>						
6,2,1	4mm <sup>2</sup> x 3C Black Surfex	m	60				
6,2,2	2.5mm <sup>2</sup> x 4C Black Surfex	m					
6.3	<b>DRAW WIRES</b>						
6,3,1	1.6mm Ø galvanised draw wire	m	150				

Contractor

Witness 1

Witness 2

T2.2.176

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
<b>7.0</b>	<b>BILL NO. 7: LIGHT FITTINGS AND RELATED ITEMS</b>						
<b>7.1</b>	<b>LIGHT FITTINGS</b> Supply, Installation and Connection of the following approved light fittings including lamps, 6amp plugs-top with 3m cabtvre.						
7,1,1	Type B: ROUND BULKHEAD LED 17W, White , Textured finish, die-cast aluminium base and Stainless steel helicoil inserts. Beka Series 21 or similar approved equal. Output: 2 620 Lumen. Colour: 4000K, CRI>80. Working Life: L80 B10-50,000Hrs. Efficacy: 154lm/W. 5-year Guarantee	No	2				
7,1,2	Type C: Recessed circular Downlighter Fitting Tilt Matte Chrome Die Cast Aluminium. Including a 16W LED Lamp Cool White - Non Dimmable. Output: 2090 lumen. Colour: 4000K, CRI>80. Working Life: L80 B10-50,000Hrs. Efficacy: 116lm/W. 5-year Guarantee	No	6				
7,1,3	Type F1: 600 x600 LED Panel light. Lighting Innovations, OHANA, 40W or similar approved equal. Output : 4 530lumens Colour: 4000K, CRI>80. Working Life: L80 B10-50,000Hrs. Efficacy: 112lm/W. 5-year Guarantee.	No	29				
7,1,4	Type F2: Surface LED Channel light fitting, 1500mm long with 39W Osram LED Lamps.	No	23				
7,1,5	Type D: 150W LED (wide optical beam) High-bay light fitting complete with suspension cable wire. Die-Cast Aluminium Alloy Housing. Lifespan: 50 000 Hours. Lumen: 18 750Lm. CCT: 4000K CRI: >80 Beam Angle: 120°	No	6				
7,1,6	Exit Lights: Single-sided wall mounted (Integrated clip-on wall mount plate with plug-in terminal block.). 3Hr Maintained Mode. 130 Lumen. Similar or equal to Beka D-ecoLD P130-3, 3hr, 130lm						
a	EXIT - ECO124	No	1				
b	Man running to Exit Door : ECO112/113	No	3				
<b>7.2</b>	<b>DAYLIGHT SENSING PHOTOCELL</b>						
7,2,1	Ross Thompson - Plug-in type	No	1				
	<b>TOTALS TO PRICE SUMMARY</b>						

Contractor

Witness 1

Witness 2

T2.2.177

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
<b>8.0</b>	<b>BILL NO. 8:</b>						
	<b>SWITCHES SOCKET OUTLETS AND POWER POINTS</b>						
<b>8.1</b>	<b>LIGHT SWITCHES</b>						
	Note: All flush switches shall be supplied complete with coverplates and be fitted to conduit boxes measured elsewhere. Industrial switches to be supplied complete with surface mounting box and be painted orange. All equipment rated 16A minimum.						
8,1,1	1-way single lever flush	No	22				
8,1,2	2-way single lever flush	No	2				
8,1,3	3-speed Fan control switch	No					
8,1,4	3 position, key operated switch, flush mounted.	No					
<b>8.2</b>	<b>OCCUPANCY SENSOR</b>						
	Supply and install occupancy sensor at position shown on the engineers drawings.						
8,2,1	Ceiling mounted PIR & Ultrasonic presence/absence detector.	No	4				
<b>8.3</b>	<b>16A 3-PIN SWITCHED SOCKET OUTLETS</b>						
	Note: <b>Socket outlet and switch shall be Crabtree or Clipsal type.</b> All flush socket outlets shall be supplied complete with coverplates and be fitted to conduit boxes measured elsewhere. Industrial switches to be supplied complete with surface mounting box and be painted orange. All equipment rated 16A minimum.						
8,3,1	Combo 16A 3-Pin with 2+E Pin Combined Switched Socket Outlet.	No	13				
8,3,2	3-pin 16A flush duo	No	2				
8,3,3	3-pin 16A flush	No	15				
8,3,3	3-pin 16A ded flush	No					
8,3,4	Legrand Pop-up type flush mounting box with 2 x 3-pin 16A socket outlets. Matt aluminium finish.	No					
8,3,5	RJ 45 data Flush (100 x100) - Flush	No					
8,3,6	RJ 45 Telephone (100 x100) - Flush	No					
8,3,7	Satellite Module including grid plate and cover (100 x 100) - Flush	No					
	Cabstrut, Wall Reticulation (Flush) complete with Galvanised box, blanking plate, cradle and 9 way PVC outlet cover plate, <b>plus;</b> 2x16A, 3pin SSO 2x16A, 3pin Dedicated SSO 16A, 2+E SANS 164-2 SSO 2x16A, S/P switch, White. 16A, S/P switch, Red. RJ45, Data Outlet	No					
<b>8.4</b>	<b>UNSWITCHED SOCKET OUTLETS</b>						
8,4,1	3-pin 6A unswitched socket outlet, mounted in round conduit box (box measured elsewhere)	No	71				
	<b>TOTALS CARRIED FORWARD TO NEXT PAGE</b>						

Contractor

Witness 1

Witness 2

T2.2.178

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
8.5	<b>TOTALS BROUGHT FORWARD</b>						
	<b>ISOLATORS</b>						
	Extractor Fan Isolator : 10A DP Surface mounted isolator.	No	1				
	Aircon Isolator : 20A TP Surface mounted Isolator. Weatherproof and Lockable. IP56.	No	1				
	Aircon Isolator : 60A TP Surface mounted Isolator. Weatherproof and Lockable. IP56.	No					
	Hand Drier: 60A flush type single phase isolator.	No					
	Other Isolator : 20A DP Surface mounted Isolator. Weatherproof and Lockable. IP56.	No					
	Other Isolator : 60A TP Surface mounted Isolator. Weatherproof and Lockable. IP56.	No					
	IR Heater: 20A, DP Cordgrip Isolator - 100x100 - Flush	No					
	<b>TOTALS TO PRICE SUMMARY</b>						

Contractor

Witness 1

Witness 2

T2.2.179

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	MATERIAL RATE	MATERIAL TOTAL	LABOUR RATE	LABOUR TOTAL
	<b>BILL NO. 9: POWER SKIRTING AND ACCESSORIES</b>						
9.1	<b>EXECUDUCT PVC POWERSKIRTING Colour: Grey</b>						
9.1.1	2-Channel Power skirting with covers for power and data (fixed to surface)	m	90				
9.1.2	Internal angle	No	10				
9.1.3	External angle	No					
9.1.4	Horizontal Bend	No					
9.1.5	End caps	No	20				
9.1.6	3-pin 16A socket outlet with cover and cradle for above power skirting	No	10				
9.1.7	3-pin 16A dedicated switched socket outlet with cover and cradle for above power skirting	No	10				
9.1.8	2-pin (+E) 16A switched euro socket with cover and cradle for above power skirting	No	10				
9.1.9	Tel & Data Points: RJ11 + RJ45 combo with cover and cradle for above power skirting	No	10				
9.1.10	20A DP Cord grip Isolator cover and cradle for above power skirting	No	10				
	<b>TOTALS TO PRICE SUMMARY</b>						

Contractor

Witness 1

Witness 2

T2.2.180

Employer

Witness 1

Witness 2



[illegible]

T2.2.181

**Contractor**

**Witness 1**

**Witness 2**

***Employer***

**Witness 1**

**Witness 2**

PROSPERITY BUILDING: PHASE 2: ELECTRICAL INSTALLATION

PRICE SUMMARY

Item	Description	MATERIAL	LABOUR
1	Bill No. 1: P&Gs	R	R
2	Bill No. 2: Cabling	R	R
3	Bill No. 3: Switchboards	R	R
4	Bill No. 4: Cable Tray and Wiring Ducting	R	R
5	Bill No. 5: Conduit and Conduit Accessories	R	R
6	Bill No. 6: Wiring	R	R
7	Bill No. 7: Light Fittings	R	R
8	Bill No. 8: Switches, Socket Outlets and Power Points	R	R
9	Bill No. 9: Power Skirting and Accessories	R	R
10	Bill No. 10: General	R	R
11	Sub-TOTALS	R	R
12	Sub-Total Material and Labour	R	

Contractor

Witness 1

Witness 2

T2.2.182

Employer

Witness 1

Witness 2



**BILL NO. 14 - MECHANICAL WORK**

*Contractor*

*Witness 1*

*Witness 2*

T2.2.184

*Employer*

*Witness 1*

*Witness 2*

PROSPERITY BUILDING: PHASE 2 : MECHANICAL INSTALLATION

Bill no.1 Preliminary and General

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRELIMINARY & GENERAL				
<b>1</b>	<b>Contractual Items</b>				
1.1	Provision of Sureties and preparation of H&S file	Sum	1		
1.2	Insurances	Sum	1		
1.3	Third Party Insurance	Sum	1		
1.4	Guarantee of the Works	Sum	1		
1.6	Provision of Record Drawings	Sum	1		
<b>2</b>	<b>Fixed Cost Items</b>				
2.1	Site Establishment / Removal	Sum	1		
2.2	Other (Specify).....	Sum	1		
<b>3</b>	<b>Time Related Items</b>				
3.1	Project supervision	Sum	1		
3.2	Project administration	Sum	1		
3.3	Other Overheads (Specify)	Sum			
	a) Out of town Travelling	Sum	1		
	b) Accommodation	Sum	1		
	c) .....	Sum			
TOTAL CARRIED FORWARD TO SUMMARY PAGE					

T2.2.185

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BILL NO 2 DUCT WORK, GRILLES, LOUVERS, DAMPERS AND REGISTERS**

### PROVISIONAL SCHEDULE OF QUANTITIES

T2.2.186

11

**Witness 2**

**PROSPERITY BUILDING: PHASE 2 : MECHANICAL INSTALLATION**

**BILL NO 3 OFFICE AIR CONDITIONING APPLIANCES**

Item No	Description	Unit	Qty	Supply Rate	Install Rate	Total Amount
1	Supply and install single phase mid wall mounted unit to specification c/w condenser mounting brackets, insulated refrigerant piping, controls and all wiring, drain piping and wall sleeves <b>Office 5; 2,5 kW</b> cooling capacity	each	1			
2	Supply and install single phase mid wall mounted unit to specification c/w condenser mounting brackets, insulated refrigerant piping, controls and all wiring, drain piping and wall sleeves <b>Office 6; 2,5kW</b> cooling capacity	each	1			
3	Supply and install round flow cassette unit to specification c/w condenser mounting brackets, insulated refrigerant piping, controls and all wiring, drain piping and wall sleeves for <b>Office 7; 2,5 kW</b> cooling capacity	each	1			
4	Supply and install single phase mid wall mounted unit to specification c/w condenser mounting brackets, insulated refrigerant piping, controls and all wiring, drain piping and wall sleeves <b>Office 8; 2,5 kW</b> cooling capacity	each	1			
5	Supply and install single phase mid wall mounted unit to specification c/w condenser mounting brackets, insulated refrigerant piping, controls and all wiring, drain piping and wall sleeves <b>Office 9, 2,5 kW</b> cooling capacity	each	1			
6	Supply and install single phase mid wall mounted unit to specification c/w condenser mounting brackets, insulated refrigerant piping, controls and all wiring, drain piping and wall sleeves <b>Office 10; 2,5 kW</b> cooling capacity	each	1			
7	Supply and install Concealed Ceiling Unit with inverter driven fan to specification c/w condenser mounting brackets, insulated refrigerant piping, controls and all wiring, drain piping and wall sleeves for <b>Boardroom, Security and Office 11 to 14 at 20 kW</b> cooling capacity	each	1			
8	Condensate drains including all fittings and fixtures 25mm Condensate Drain Pipe	m	20			
9	Wall wired remotes	no	6			
10	Supply and install dia 150 constant volume ceiling diffuser c/w regulating damper powder coated white	each	7			
11	Medium duty galvanised, perforated cable tray complete with fittings and hangers to manufacturer's specifications					
11.1	300mm wide	m	60			
12	Condensate drains including all fittings and fixtures					
12.1	25mm Condensate Drain Pipe	m	60			
12.2	Wall wired remotes	No	7			
<b>TOTAL BILL NO. 3 CARRIED TO SUMMARY</b>						

**PROVISIONAL SCHEDULE OF QUANTITIES**

**PAGE 3 OF 4**

**Contractor**

**Witness 1**

**Witness 2**

T2.2.187

**Employer**

**Witness 1**

**Witness 2**

**BILL NO 4 TESTING, COMMISSIONING AND DOCUMENTATION**

### PROVISIONAL SCHEDULE OF QUANTITIES

Contractor

Witness 1

Witness 2

2.2.188

Employer

Witness 1

Witness 2



	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 14</u></b> <b><u>MECHANICAL WORK</u></b>				
<b><u>SUPPLEMENTARY PREAMBLES</u></b> <b><u>Specifications, drawings, etc.</u></b> Tenderers are referred to the specification and drawings attached to this document 3 prepared by Electrical Engineer, annexed to these bills of quantities (accompanying these bills of quantities) for the electrical work, for the full descriptions of the following items which are to be read and priced in conjunction with the said specification and drawings.				
<b><u>MECHANICAL INSTALLATION</u></b> The following summarised are carried over from Mechanical Bill pages.				
1	Summary : Preliminary & General	Item		
2	Summary : Duct Work, Grilles,Fans, Dampers And Registers	Item		
3	Summary : Office Air Conditioning Appliances	Item		
4	Summary : Testing, Commissioning and Documentation	Item		
Carried to Summary			R	
Bill No. 14 Mechanical Work				
44				

Contractor

Witness 1

Witness 2

T2.2.189

Employer

Witness 1

Witness 2

		Unit	Quantity	Rate	Amount
<b><u>BILL NO. 15</u></b>					
<b><u>PAINTWORK</u></b>					
<b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>					
<b><u>One coat alkali resistant primer, one coat superior quality acrylic emulsion paint for interior and exterior use and one coat pure acrylic smooth ripple paint applied with a stipple roller</u></b>					
1	Walls	m <sup>2</sup>	277		
<b><u>ON SMOOTH CONCRETE SURFACES</u></b>					
<b><u>One coat primer and two coats superior quality acrylic emulsion paint for interior and exterior use, including stopping blow holes</u></b>					
2	Ceilings and beams	m <sup>2</sup>	310		
<b><u>ON WOOD SURFACES</u></b>					
<b><u>One coat primer and two coats premium quality polyurethane enamel paint</u></b>					
3	Doors	m <sup>2</sup>	88		
<b><u>ON PLASTERBOARD SURFACES</u></b>					
<b><u>One coat superior quality acrylic emulsion paint for interior and exterior use, on work in sound condition</u></b>					
4	Partitions	m <sup>2</sup>	554		
<b><u>ON FIBRE-CEMENT BOARD SURFACES</u></b>					
<b><u>One coat extremely durable UV-resistant washable pure acrylic paint, on work in sound condition</u></b>					
5	Fascias and barge boards	m <sup>2</sup>	81		
Carried to Summary				R	
Bill No. 15 Paintwork					
45					

Contractor

Witness 1

Witness 2

T2.2.190

Employer

Witness 1

Witness 2

	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 16</u></b>				
<b><u>EXTERNAL WORKS</u></b>				
<b><u>SITE CLEARANCE ETC</u></b>				
<b><u>Site clearance</u></b>				
1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth	m <sup>2</sup>	592		
<b><u>REMOVAL OF TREES ETC</u></b>				
<b><u>Taking out and removing, grubbing up roots and filling in holes</u></b>				
2 Tree stump exceeding 200mm and not exceeding 500mm girth	No	3		
3 Tree stump exceeding 500mm and not exceeding 800mm girth	No	3		
<b><u>ROADWORK, PARKING AREAS AND PAVING</u></b>				
<b><u>BULK EXCAVATIONS ETC</u></b>				
<b><u>Open face excavation in earth over sloping site</u></b>				
4 Open face excavation	m <sup>3</sup>	89		
<b><u>Extra over all excavations for carting away</u></b>				
5 Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>	45		
<b><u>BULK FILLING ETC</u></b>				
<b><u>Earth filling obtained from the excavations (not compacted)</u></b>				
6 Over site to make up levels	m <sup>3</sup>	30		
<b><u>Earth filling supplied by the contractor under parking areas, etc</u></b>				
7 50mm think coarse river sand under paving	m <sup>3</sup>	30		
8 Over site of G5 material in accordance with SANS 1200DM compacted to 95% Mod AASHTO density	m <sup>3</sup>	90		
<b><u>Compaction of surfaces</u></b>				
9 Compaction of ground surface under building platform including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density (100% for sand)	m <sup>2</sup>	598		
Carried to Collection			R	
Bill No. 16				
External Works				
46				

Contractor

Witness 1

Witness 2

T2.2.191

Employer

Witness 1

Witness 2



**BILL NO. 16**  
**EXTERNAL WORKS**  
**COLLECTION**

Amount

Page No

Brought Forward from Page

46

47

Carried to Summary

R

Bill No. 16  
External Works

48

T2.2.193

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Amount
<b><u>BILL NO. 17</u></b>		
<b><u>PROVISIONAL SUMS</u></b>		
<b><u>BUDGETARY ALLOWANCES</u></b>		
<b><u>The following monetary provisions are to be omitted from the contract sum and used as directed below:</u></b>		
1	Allow the Sum of R 100,000 (One Hundred thousand Rand and Zero Cents) NET for Contingencies, to be used as directed by the Principal Agent and deducted in whole or in part if not required.	Item 100 000 00
2	Provide the sum of R 68 000 (Sixty-Eight Hundred and Thirty Thousand Rands) for Electrical installation contingencies.	Item 68 000 00
3	Provide the sum of R17 000 (Seventeen Thousand Rand) for air-conditioning, ventilation and heating installation contingencies.	Item 17 000 00
<b><u>PROVISIONAL SUMS FOR NOMINATED/SELECTED SUBCONTRACT WORKS</u></b>		
<b><u>Signage</u></b>		
4	Provide the sum of R 20 000 (Twenty Thousand Rand) for signage	Item 20 000 00
5	Profit	Item
6	Attendance	Item
<b><u>Repairs to exist existing roof covering, roof trussess prulins, gutters, downpipes, fascia boards etc.</u></b>		
7	Provide the sum of R 25 000.00 (Twenty-Five Thousand Rand) for assesment of existing roof and preparing a conditional assesment report for the client to considering. The report shall include the required repairs to existing roof covering, roof trussess prulins, gutters, downpipes, fascia boards etc.	Item 25 000 00
<b><u>ELECTRICAL, ELECTRONICAL AND MECHANICAL INSTALLATIONS</u></b>		
<b><u>Fire detection installation</u></b>		
8	Provide the sum of R 60 000 (Sixty Thousand Rand) for fire detection installation	Item 60 000 00
9	Profit	Item
10	Attendance	Item
Carried to Summary		R
Bill No. 17		
Provisional Sums		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	Amount
R	
R	

Carried to Tender

51

**Contractor**

Witness 1

Witness 2

2.2.196  
Employer

**Witness 1**

Witness 2



**DECLARATION (In respect of completeness of Tender)**

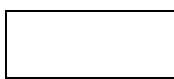
O.R Tambo District Municipality  
Private Bag X 6043  
Mthatha, 5100  
Telephone: 047 531 0320/501 6440  
Facsimile: 047 532 6518

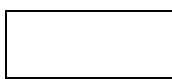
I/We, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document containing 47 pages (including summary) in consecutive order upon which my/our tender for the **Bid No: ORTDM SCMU .....**, **PROSPERITY OFFICE PARK RENOVATIONS – PHASE 2** has been based.

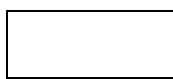
Also, as stated in the Contract Data, the works shall be completed within ..... Weeks, exclusive of the year end break and special non-working days falling outside thereof, and inclusive of the 28-day period referred to in Contract.

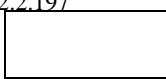
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SIGNATURE OF TENDERER/S

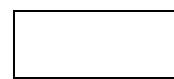
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DATE

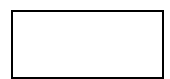
  
Contractor

  
Witness 1

  
Witness 2

T2.2.197  
  
Employer

  
Witness 1

  
Witness 2

C3SCOPE OF WORK

All definitions, interpretations and general provisions for the JBCC Principal Building Agreement Edition 4.1 are applicable.

Contractor

Witness 1

Witness 2

T2.2.198

Employer

Witness 1

Witness 2

## **C 3.1 DESCRIPTIONS OF WORKS**

### **C3.1 DESCRIPTION OF THE WORKS**

#### **C3.1.1 Employer's Objectives and Overview of the Works**

This project is intended to renovate existing Prosperity Office Park to accommodate OR Tambo District Municipality employees.

#### **C3.1.2 Overview of the Works**

The Works entails the conversion of existing basement to new office, this includes removing existing fittings and replace with new and also forming new opening to for windows and doors. Renovation will include all the associated electrical and mechanical work.

#### **C3.1.3 Extend of the Works**

The scope of works under this contract includes the following activities but not limited only to:

##### **A. Basement**

Removing glazed aluminium doors (1)

Remove Glazed windows (3)

Remove Roller shutter doors

Remove existing drywall partitions

Remove existing Carpets

Removing floor and wall Tiles (Ablutions)

Remove sanitary fittings: Wash Hand basin & WC pan with cistern

Allow temporary barrier for occupied a section(s)

General high-pressure cleaning of external walls

Breaking and forming of new opening for windows and doors

New One brick wall

New solid doors on steel door frames

New Partition walls

1. New Carpets to:

a. Offices

b. Boardrooms

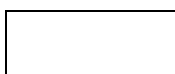
2. New floor tiles to:

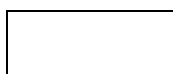
a. Entrance foyers,

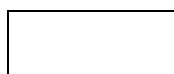
b. Passages,

c. Kitchen

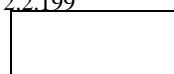
d. Ablutions

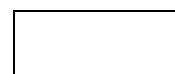
  
Contractor

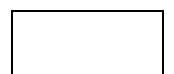
  
Witness 1

  
Witness 2

T2.2.199

  
Employer

  
Witness 1

  
Witness 2

3. New Walls tiling:
  - a. Kitchen (Above kitchen Sink)
  - b. Ablutions (Above the Sink & Around Urinal)
4. New Kitchen Sink
5. New Skirting.
6. New aluminium doors with viewing panels
7. New Aluminium windows
8. New Aluminium shopfront
9. Sanitary fittings:
  - a. New Vaal WC with cistern and flush fittings
  - b. New Vaal Wash hand Basin
  - c. New Urinal
10. Plaster to new brick wall
11. Paint to all walls and partition
12. Paint to soffits of slab
13. Paint to Partition walls

#### **B. Ground Floor and First Floor**

1. New aluminium Partitions

#### **C. External Works**

1. High pressure cleaning to walls
2. Paint to existing fascia board around building
3. Assessment of existing roof.

#### **C3.1.4 Construction program**

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

#### **C3.1.5 Change in works**

The ORTDM may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the ORTDM. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to Interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

#### **C3.2 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2000 (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:-**

**The bids will be evaluated in three stages, namely:**

Contractor

Witness 1

Witness 2

T2.2.200

Employer

Witness 1

Witness 2

- Stage 1- Pre-qualification criteria
- Stage 2- Functionality
- Stage 3- Price and BBEE Points

Only Bidders who score 60 points or more on stage 1 would be evaluated further and therefore eligible for the award.

Item	Weight
<b>Stage 1 of Evaluation-Functionality</b>	<b>100</b>
• Company Experience with respect to similar projects	40
• Experience of key staff assigned to the contract	20
• Methodology	20
• Availability of key plant and equipment	10
• Resources to execute the works	10
<b>Stage 2 of Evaluation- Price &amp; B-BBEE</b>	<b>100</b>
• B-BBEE	20
• Price	80

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

*Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality and the lowest tender will not necessarily be and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully accepted reserved by the O. R. Tambo District Municipality. An 80/20-point system shall apply where 80 points is for the price and 20 points is in terms of B-BBEE status level of contributor as follows:*

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

*Joint Ventures will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such BBBEE scorecard is prepared for every separate tender.*

Contractor

Witness 1

Witness 2

T2.2.201

Employer

Witness 1

Witness 2

### **C3.3 SUB-CONTRACTING**

No work may be sub-contracted to another party unless approval is given by the ORTDM in writing. The Contractor is to submit to the ORTDM in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

### **C3.4 CONSTRUCTION**

#### **C3.4.1 Work Specifications**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

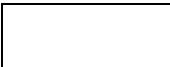
SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

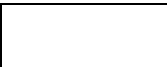
#### **C3.4.2 Plant and materials**

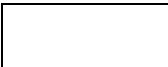
All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

#### **C3.4.3 Construction Equipment**

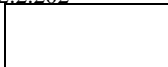
All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

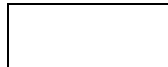
  
Contractor

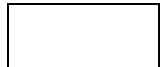
  
Witness 1

  
Witness 2

T2.2.202

  
Employer

  
Witness 1

  
Witness 2

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

#### **C3.4.4 Health & Safety**

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941). as well as COVI-19 Occupational Health & Safety Measures in Workplace, 2020.

Two items relating to the fixed cost and time related cost of complying with these regulations have been provided in the Schedule of Quantities (items 1.2.9 and 1.3.16).

The Contractor is to ensure that **at least** the following is allowed for in his/ her rates:-

- (i) Provision of a full-time safety officer (and assistants if necessary) for the duration of the contract.
- (ii) Provision of all safety equipment required in terms of the Act (e.g. gloves, hard hats, safety boots, harness, masks, goggles, etc.).
- (iii) Provision for all other costs necessary for conforming with the Regulations (e.g. management, risk assessments, etc.)

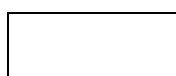
- **Existing Offices**

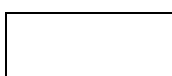
It is brought to the attention of the Contractor that portion of the building will be occupied during construction and it is expected of the Contractor to ensure that noise level are kept to minimum. The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the Health and Safety Act and the Protective Services of the OR Tambo District Municipality. All work is to be to the satisfaction of the Principal Agent and the Architect.

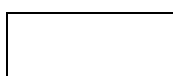
- **Employment of local labour**

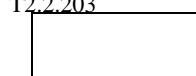
It is a specific criterion of this project that should as far as possible adheres to RDP principles, and to meet these principles the following procedures will be followed:

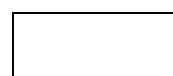
All labour is to be sourced from the OR Tambo District Municipality area of jurisdiction and the Contractor may only bring in key personnel from outside this area.

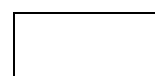
  
Contractor

  
Witness 1

  
Witness 2

T2.2.203  
  
Employer

  
Witness 1

  
Witness 2

### **C3.5 CONTACT PERSON ON PROJECT**

The contact person on this project is as follows:

**Contact Person:** Nkosiyabo Noto

**Contact Number:** 047 501 6425

*Contractor*

*Witness 1*

*Witness 2*

T2.2.204

*Employer*

*Witness 1*

*Witness 2*



## **PART B: ELECTRICAL SUBCONTRACTOR SECTION**

### **GENERAL PARTICULARS**

#### **1. SCOPE AND TYPE OF CONTRACT**

The Principal Contract, which is the General Contractor's responsibility, comprises the refurbishment and renovation of the Offices at the Prosperity Building, located in Mthatha.

This electrical installation, which shall form a Nominated Sub-Contract to the Principal Contract consists of the electrical installation of the general lighting and small power and associated sub distribution boards and cabling to the building as well as streetlighting.

#### **2. BUILDINGS**

The project comprises of repairs and renovations to an existing building. The building is a double storey. The existing electrical installation shall be stripped out and replaced with new as show on the drawings and Bills of Quantities.

The electrical sub-contractor must fully acquaint himself with the type and method of construction, and materials and finishes to be used. A full set of Architect's and Civil and Structural Engineer's drawings will be available on site and are to be read in conjunction with the drawings covering the electrical installation.

The Tenderer shall be deemed to have visited the site and acquainted himself of the location and conditions. No claim for lack of knowledge in this respect will be entertained.

#### **3. ENGINEER'S DRAWINGS**

The Engineer's Drawings available at the time of tender are issued for tender purposes are listed in C3.1.8

#### **4. SUPPLY AUTHORITY**

The Supply Authority shall be the King Sabata Dalindyebo Local Municipality.

#### **5. ELECTRICITY SUPPLY**

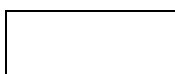
The Electrical supply shall be taken as 400/240-volt, 3 phase, 50Hz. All apparatus and equipment shall be suitable for these conditions.

#### **6. BUILDER'S WORK**

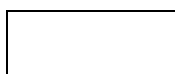
The Electrical Sub-Contractor shall notify the Engineer and the Main Contractor, prior to building work being commenced, of the positions where holes, chases, recesses and sleeves will be required.

The Electrical Sub-Contractor shall allow for all chasing and cutting of holes and recesses, etc., under this contract, and due care shall be taken when cutting and chasing. The Electrical Sub-Contractor will be responsible for making good any undue damage to the structure, to the satisfaction of the Engineer and the Architect. Sleeves will be supplied and installed by the Electrical Sub-Contractor.

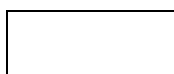
T2.2.205



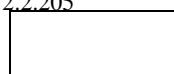
Contractor



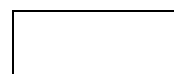
Witness 1



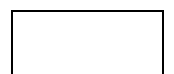
Witness 2



Employer



Witness 1



Witness 2

## 7. STANDARD SPECIFICATION

This specification shall be read in conjunction with the relevant clauses of the Engineer's Standard Specification, which is incorporated as Part C3.1b-c of this document.

## 8. CODE OF PRACTICE

The installation shall comply with the following regulations as appropriate.

- SANS 10142-1 National Standard for the Wiring of Premises.
- Supply Authorities By-Laws.
- Occupational Health & Safety Act No. 85 of 1993 (with amendments & Regulations).
- Engineer's Standard Specification.
- Specification 2018-116/E
- The Post Office Act.

In the event of any queries arising concerning the interpretation of any regulation, the Engineer's advice must be sought.

## 9. PROVISIONAL, PRIME COST AND CONTINGENCY SUMS

- a. Contingency Amount:
- b. Provisional Allowances for services

These are included in the Bills of Quantities. No amounts shall be expended without the authority of the Engineer.

## 10. DOCUMENTS

The Electrical Sub-Contractor will be required to submit his tender in the form presented by this document and will be required to accept the conditions referred to herein.

Tenderers are required to complete these documents in all respects and to note that they shall be bound by any conditions laid down in this document.

## 11. MAINTENANCE PERIOD

The maintenance period shall be 12(twelve) months from date of Practical Completion and signing and submitting of the "Certificate of Compliance by an Accredited Person", as issued by the Electrical Contractors Association, shall form part of this Contract Document.

## 12. COMPLETION

The Electrical Sub-Contractor shall keep pace with the programme of the Main Contractor, or any revised programme, which that contractor may lay down, in order that the electrical installation may be completed on or before the overall completion date specified by the Main Contractor.

Contractor

Witness 1

Witness 2

T2.2.206

Employer

Witness 1

Witness 2

### 13. REFERENCE

In the event of any doubt concerning the interpretation of this specification, the Standard Specification or the drawings, this should be referred to the Engineer, whether before tendering or after the Contract has been awarded.

### 14. TESTING

The Electrical Sub-Contractor shall arrange for any testing of the installation which may be required by the Supply Authority and the Engineer and shall provide the Engineer with a complete test certificate.

### 15. SAMPLES

When called to do so, the Electrical Sub-Contractor shall submit samples of equipment, luminaires, fittings, cables and installation materials to the Engineer for inspection and approval prior to their installation.

### 16. CERTIFICATE OF COMPLIANCE

On completion a 'Certificate of Compliance by an Accredited Person' shall be completed and signed for each and every distribution board and submitted to the Engineer before Final Retention will be released.

### 17. MANUFACTURER'S DRAWINGS

Before any L.V. switchboards are manufactured copies of the switchboard manufacturer's proposed layout and wiring drawings shall be supplied to the Engineer for approval in principle.

### 18. INSPECTION, TESTING, COMMISSIONING & COMPLETION OF WORKS

The requirements of the Standard Specification shall apply.

### 19. SITE SECURITY AND IDENTIFICATION

Access to the site will be controlled.


It is a requirement that all the sub-contractors workers and personnel will, at all times, wear a reflective neon coloured safety vest with the sub-contractors company name visibly displayed on the vests, all costs in this regard will be for the sub-contractors account. The sub-contractor will also ensure that all workers and personnel remain confined to the specific construction site.


### 20. SAFETY, HEALTH & ENVIRONMENTAL COMPLIANCE


Tenderers must note that all relevant aspects of the Occupational Health & Safety Act, Act 85 of 1993, the Construction Regulations promulgated on 18<sup>th</sup> July 2003 incorporated into the said Act by Government Notice R 1010, published in Government Gazette 23207 will apply.

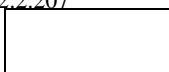
In this regard tenderers must allow for compliance with the following:


- Constructional Environmental Management Plan and Occupational Health and Safety Specifications all as indicated in the Preliminaries Section of this


  
Contractor

  
Witness 1

  
Witness 2

T2.2.207  
  
Employer

  
Witness 1

  
Witness 2

document.

The above regulations are applicable and will be enforced and it is a requirement that the sub-contractor comply with all relevant aspects of these documents.

## **21. TENDER DOCUMENTS BY E-MAIL OR COMPUTER DISCS**

The information contained in this tender document is available on computer software and can be supplied via E-mail and/or computer disc(s) however, it is the responsibility of the tenderer to ensure that the information received via these media is correct and consistent with the actual printed documents or addendum(s) issued to each tenderer. In the event of any differences between the printed tender documents or faxed addendum(s) issued to tenderers and similar information provided by E-mail or computer disc(s) the former will always be regarded as correct.

*Contractor*

*Witness 1*

*Witness 2*

T2.2.208

*Employer*

*Witness 1*

*Witness 2*

**PART C: MECHANICAL SUBCONTRACTOR SECTION**  
**GENERAL PARTICULARS**

**1. SCOPE AND TYPE OF CONTRACT**

The Principal Contract, which is the General Contractor's responsibility, comprises the refurbishment and renovation of the Offices at the Prosperity Building, located in Mthatha.

This mechanical installation, which shall form a Nominated Sub-Contract to the Principal Contract consists of the electrical installation of the general lighting and small power and associated sub distribution boards and cabling to the building as well as streetlighting.

**2. BUILDINGS**

The project comprises of repairs and renovations to an existing building. The building is a double storey. The existing electrical installation shall be stripped out and replaced with new as show on the drawings and Bills of Quantities.

The **air-conditioning** sub-contractor must fully acquaint himself with the type and method of construction, and materials and finishes to be used. A full set of Architect's and Civil and Structural Engineer's drawings will be available on site and are to be read in conjunction with the drawings covering the electrical installation.

The Tenderer shall be deemed to have visited the site and acquainted himself of the location and conditions. No claim for lack of knowledge in this respect will be entertained.

**3. ENGINEER'S DRAWINGS**

The Engineer's Drawings available at the time of tender are issued for tender purposes.

**4. SUPPLY AUTHORITY**

The Supply Authority shall be the King Sabata Dalindyebo Local Municipality.

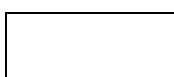
**5. ELECTRICITY SUPPLY**

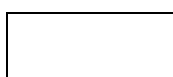
To be verified by the appointed contractor on site

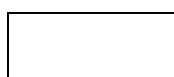
**6. BUILDER'S WORK**

The Air-conditioning Sub-Contractor shall notify the Engineer and the Main Contractor, prior to building work being commenced, of the positions where holes, chases, recesses and sleeves will be required.

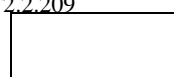
The Air-conditioning Sub-Contractor shall allow for all chasing and cutting of holes and recesses, etc., under this contract, and due care shall be taken when cutting and chasing. The Electrical Sub-Contractor will be responsible for making good any undue damage to the structure, to the satisfaction of the Engineer and the Architect.

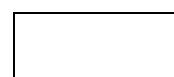
  
Contractor

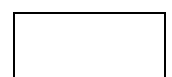
  
Witness 1

  
Witness 2

T2.2.209

  
Employer

  
Witness 1

  
Witness 2

## 7. STANDARD SPECIFICATION

This specification shall be read in conjunction with the relevant clauses of the Engineer's Standard Specification, which is incorporated as Part C3.1b of this document.

## 8. CODE OF PRACTICE

The installation shall comply with the following regulations as appropriate.

- SANS 10142-1 National Standard for the Wiring of Premises.
- Supply Authorities By-Laws.
- Occupational Health & Safety Act No. 85 of 1993 (with amendments & Regulations).
- Engineer's Standard Specification.
- Specification 2018-116/ME
- The Post Office Act.
- In the event of any queries arising concerning the interpretation of any regulation, the Engineer's advice must be sought.

## 9. PROVISIONAL, PRIME COST AND CONTINGENCY SUMS

Contingency Amount:  
Provisional Allowances for services

These are included in the Bills of Quantities.  
No amounts shall be expended without the authority of the Engineer.

## 10. DOCUMENTS

The Mechanical Sub-Contractor will be required to submit his tender in the form presented by this document and will be required to accept the conditions referred to herein.

Tenderers are required to complete these documents in all respects and to note that they shall be bound by any conditions laid down in this document.

## 11. MAINTENANCE PERIOD

The maintenance period shall be 12(twelve) months from date of Practical Completion and signing and submitting of the "Certificate of Compliance by an Accredited Person", as issued by the Electrical Contractors Association, shall form part of this Contract Document.

## 12. COMPLETION

The Mechanical Sub-Contractor shall keep pace with the programme of the Main Contractor, or any revised programme, which that contractor may lay down, in order that the electrical installation may be completed on or before the overall completion date specified by the Main Contractor.

## 13. REFERENCE

Contractor

Witness 1

Witness 2

T2.2.210

Employer

Witness 1

Witness 2

In the event of any doubt concerning the interpretation of this specification, the Standard Specification or the drawings, this should be referred to the Engineer, whether before tendering or after the Contract has been awarded.

#### **14. TESTING**

The Mechanical Sub-Contractor shall arrange for any testing of the installation which may be required by the Supply Authority and the Engineer, and shall provide the Engineer with a complete test certificate.

#### **15. SAMPLES**

When called to do so, the Mechanical Sub-Contractor shall submit samples of equipment to the Engineer for inspection and approval prior to their installation.

#### **16. CERTIFICATE OF COMPLIANCE**

On completion a 'Certificate of Compliance by an Accredited Person' shall be completed and signed for each and every distribution board and submitted to the Engineer before Final Retention will be released.

#### **17. MANUFACTURER'S DRAWINGS**

Before any installation, tenderers are to produce proposed shop drawing layout and wiring drawings shall be supplied to the Engineer for approval in principle.

#### **18. INSPECTION, TESTING, COMMISSIONING & COMPLETION OF WORKS**

The requirements of the Standard Specification shall apply.

#### **19. SITE SECURITY AND IDENTIFICATION**

Access to the site will be controlled.

It is a requirement that all the sub-contractors workers and personnel will, at all times, wear a reflective neon coloured safety vest with the sub-contractors company name visibly displayed on the vests, all costs in this regard will be for the sub-contractors account. The sub-contractor will also ensure that all workers and personnel remain confined to the specific construction site.

#### **20. SAFETY, HEALTH & ENVIRONMENTAL COMPLIANCE**

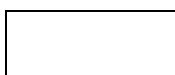
Tenderers must note that all relevant aspects of the Occupational Health & Safety Act, Act 85 of 1993, the Construction Regulations promulgated on 18<sup>th</sup> July 2003 incorporated into the said Act by Government Notice R 1010, published in Government Gazette 23207 will apply.

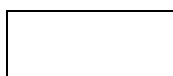
In this regard tenderers must allow for compliance with the following:

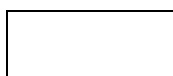
- Constructional Environmental Management Plan and Occupational Health and Safety Specifications all as indicated in the Preliminaries Section of this document.

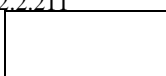
The above regulations are applicable and will be enforced and it is a requirement that the sub-contractor comply with all relevant aspects of these documents.

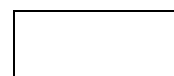
#### **21. TENDER DOCUMENTS BY E-MAIL OR COMPUTER DISCS**

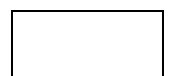
  
Contractor

  
Witness 1

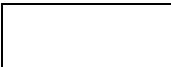
  
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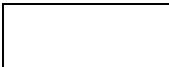
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Employer

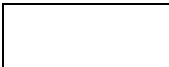
  
Witness 1

  
Witness 2


The information contained in this tender document is available on computer software and can be supplied via E-mail and/or computer disc(s) however, it is the responsibility of the tenderer to ensure that the information received via these media is correct and consistent with the actual printed documents or addendum(s) issued to each tenderer. In the event of any differences between the printed tender documents or faxed addendum(s) issued to tenderers and similar information provided by E-mail or computer disc(s) the former will always be regarded as correct.

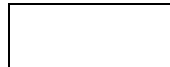
  
*Contractor*

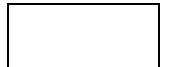
  
*Witness 1*

  
*Witness 2*

T2.2.212

  
*Employer*

  
*Witness 1*

  
*Witness 2*



**C4     SITE INFORMATION**

*Contractor*

*Witness 1*

*Witness 2*

T2.2.213

*Employer*

*Witness 1*

*Witness 2*

Bidders are expected to make their own assessment of the site, site access, geotechnical conditions, services etc before submitting Bids. No claims for extension of time or additional compensation of any kind will be entertained if it is found (in the opinion of the Engineer) that such claims are the result of a lack of knowledge of the site conditions where such conditions could and would have been reasonably foreseen by a suitably qualified and competent person carrying out an investigation of the site.

## **LOCATION AND DESCRIPTION**

The project is located approximately 4km from Mthatha CBD and located on 2 Kaiser Matanzima Drive, Myezo Park, Mthatha. The building fall under the KSD Local Municipality within the jurisdiction of OR Tambo District Municipality in the province of the Eastern Cape.

*Contractor*

*Witness 1*

*Witness 2*

T2.2.214

*Employer*

*Witness 1*

*Witness 2*

**C5      TENDER DRAWINGS**

*Contractor*

*Witness 1*

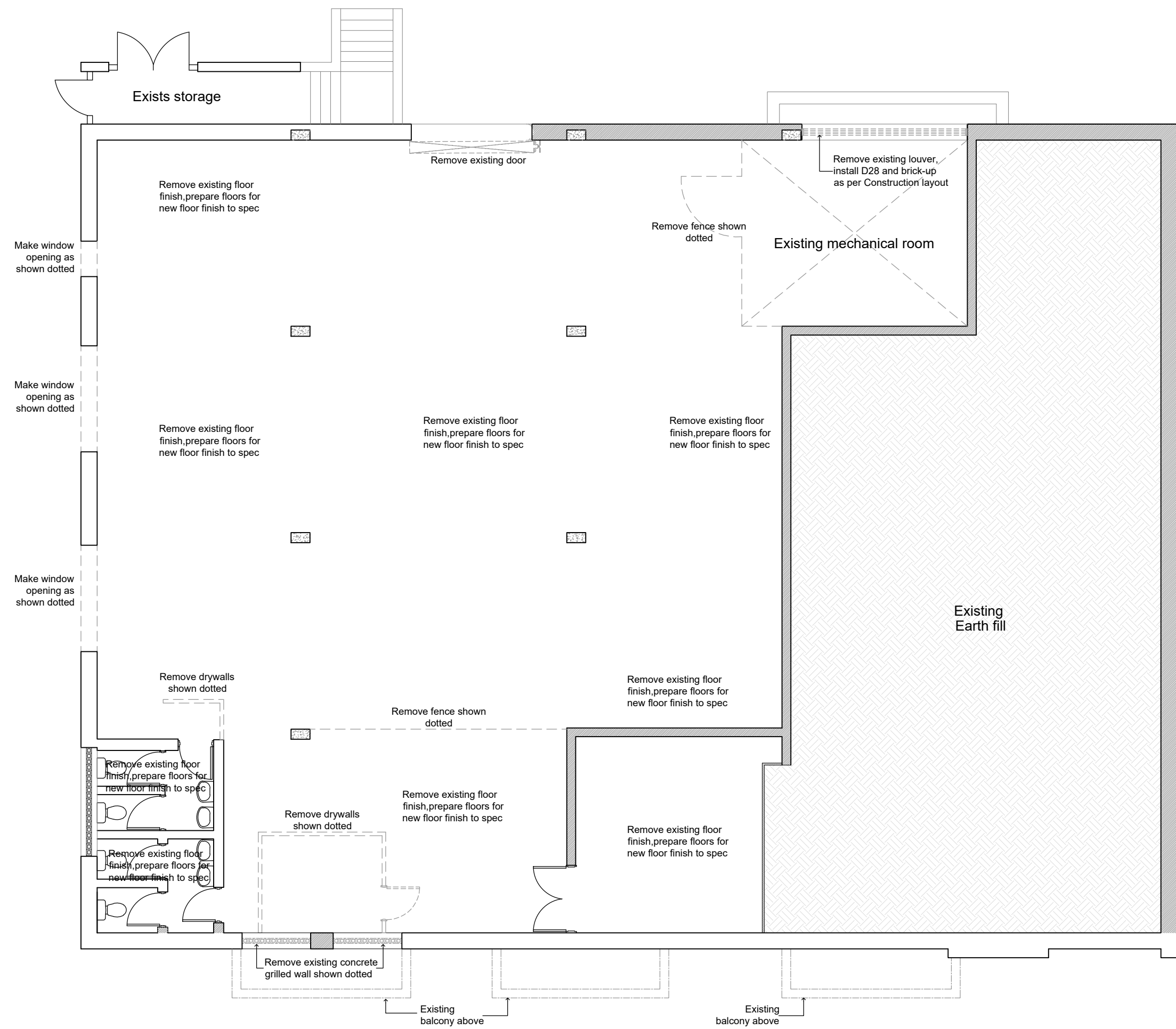
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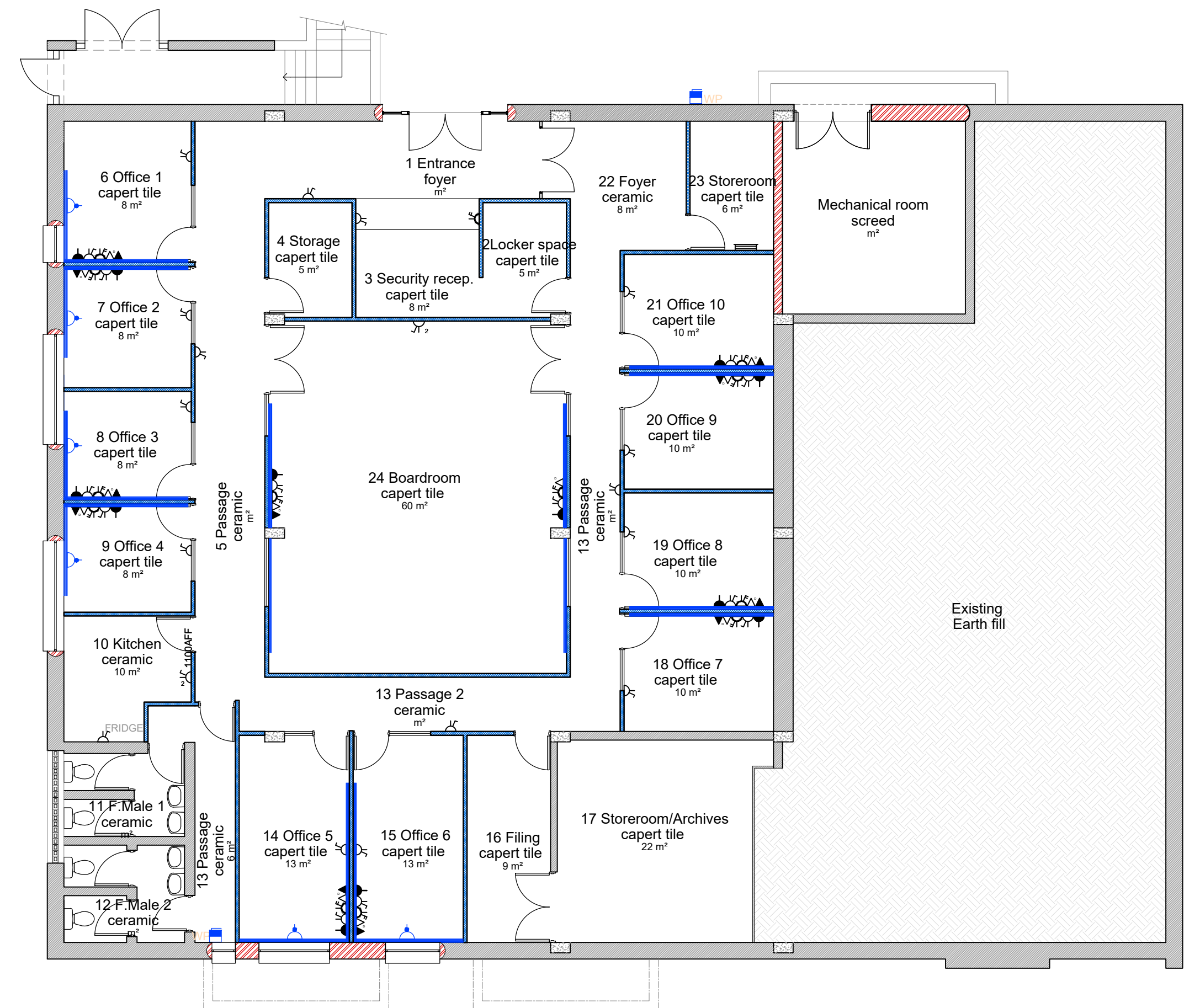
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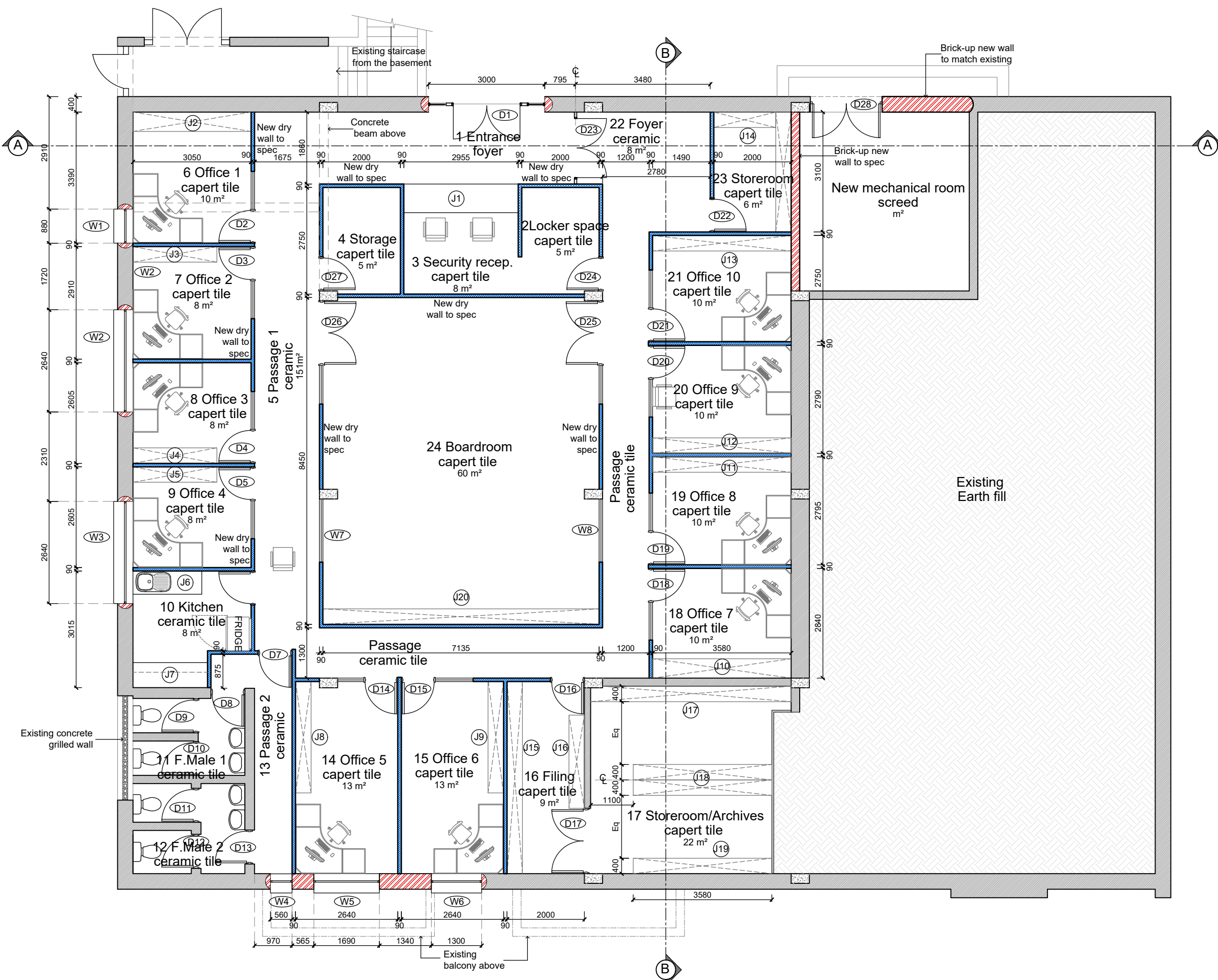




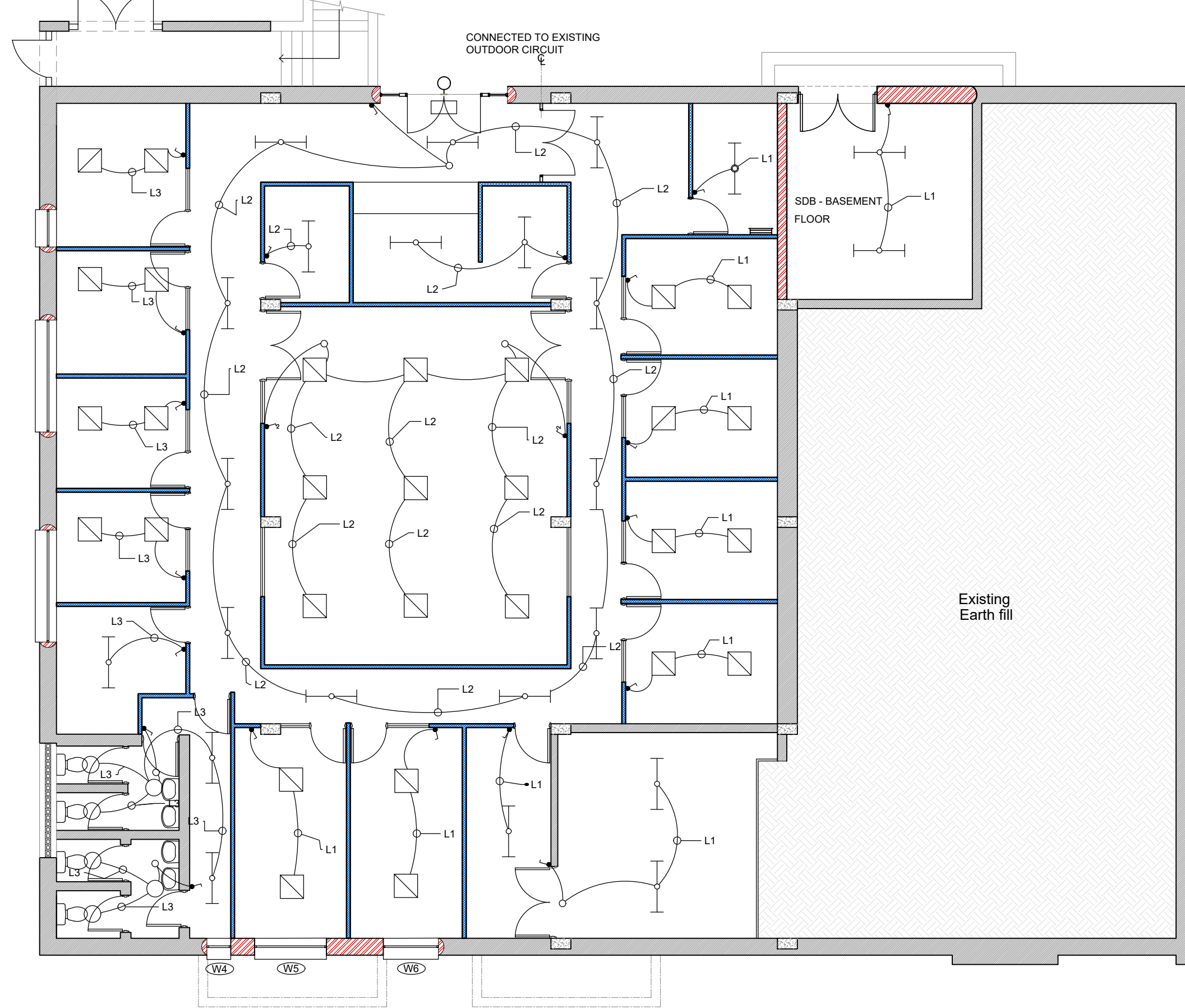
**DEMOLISHING PLAN**  
SCALE 1:100



**ELETRICAL LAYOUT**  
SCALE 1:100



**CONSTRUCTION LAYOUT PLAN (Basement)**  
SCALE 1:100



**LIGHTING LAYOUT**  
SCALE 1:100

GENERAL LEGEND	
AS PER SPECIFICATION	
	EXISTING WORK
	NEW WORK
	EXISTING BRICK WALL
	NEW BRICK WALL
	NEW LOW-LEVEL STUB WALL
	NEW CONCRETE
	NEW PARTITIONING
	DEMOLISHED MATERIAL
	EXISTING ROOF
	NEW ROOF
	NEW TIMBER
	NEW STEEL
	NEW PLASTER
	NEW DRYWALL PARTITIONING
	EXISTING FACEBRICK
	NEW FACEBRICK
	PAVER 1
	PAVER 2
	PAVER 3
	TRAFFICABLE PAVER



O.R. TAMBO  
DISTRICT MUNICIPALITY



NO.	DATE	REVISION DESCRIPTION	BY
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**IMBONO**  
ARCHITECTS

EAST LONDON MTHATHA PORT ELIZABETH QUEENSTOWN

**MTHATHA**

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Website: www.imbono.co.za

CLIENT  
**OR TAMBO DISTRICT MUNICIPALITY**  
**MTHATHA**  
**5100**

CLIENT SIGNATURE

PROJECT DESCRIPTION  
**OR TAMBO MUNICIPALITY**  
**PROPOSED ADDITIONS AND**  
**ALTERATIONS TO AN EXISTING OFFICES**  
**ON ERF:4754 KD MATHANZIMA STREET**  
**MTHATHA,**  
**5100.**

PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
18 February 2021

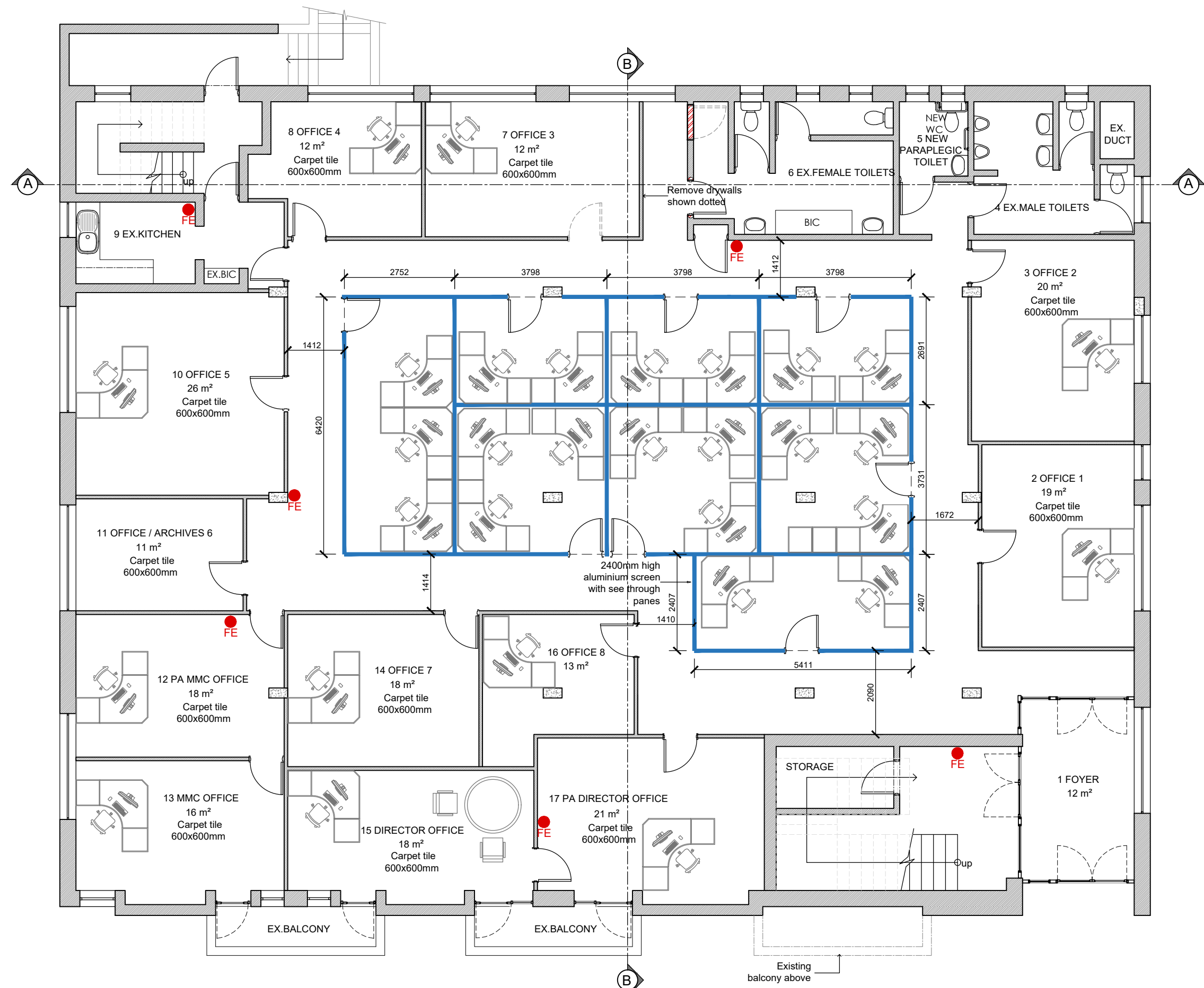
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DRAWING NUMBER	REVISION NO.
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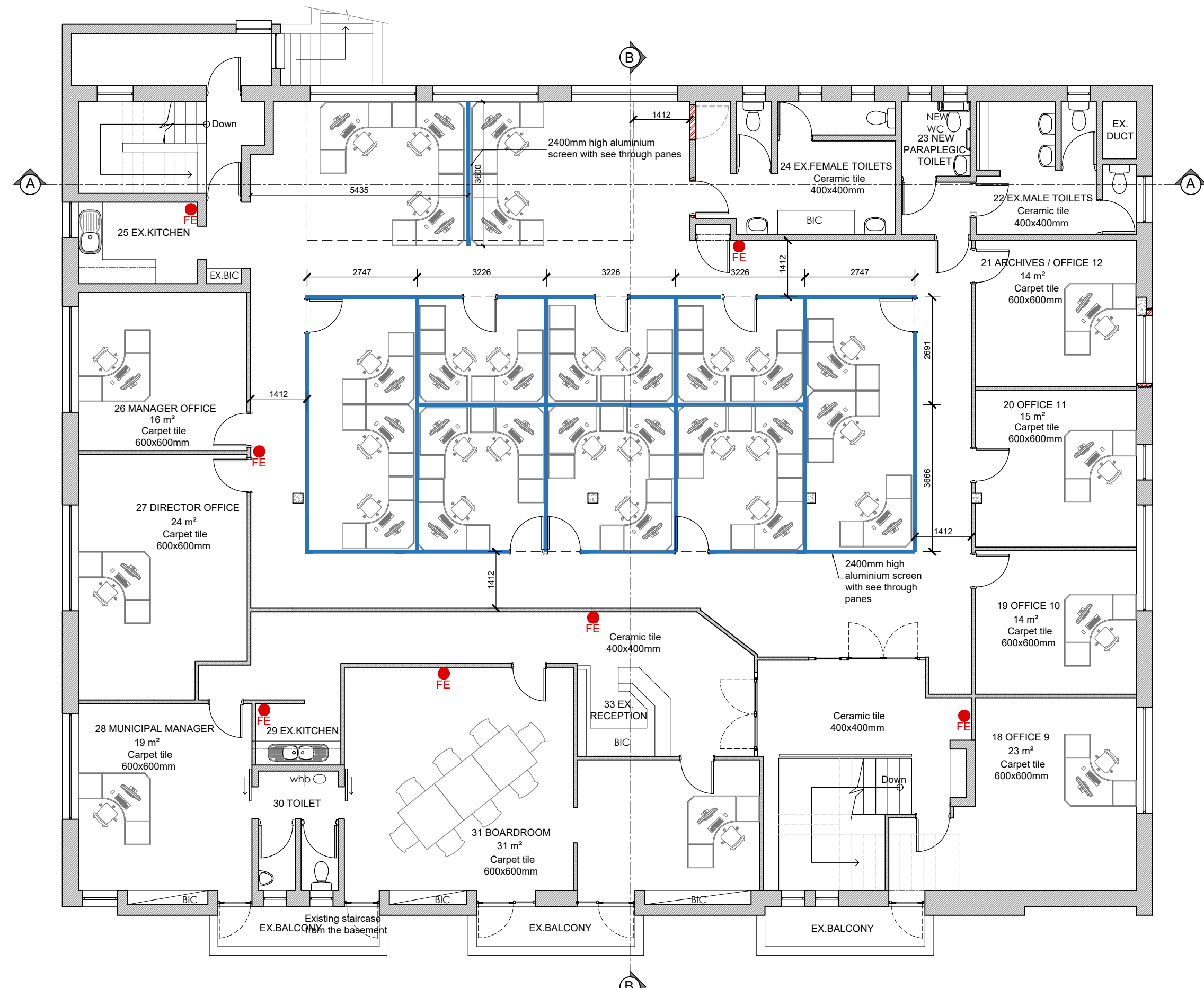
DESIGNED <b>PHILA JOLOBE</b>	COMPETENT PERSON'S SIGNATURE
DRAWN <b>BAXOLELE MTSHABE</b>	

SCALE <b>AS INDICATED</b>	LAYOUT SIZE <b>A1</b>
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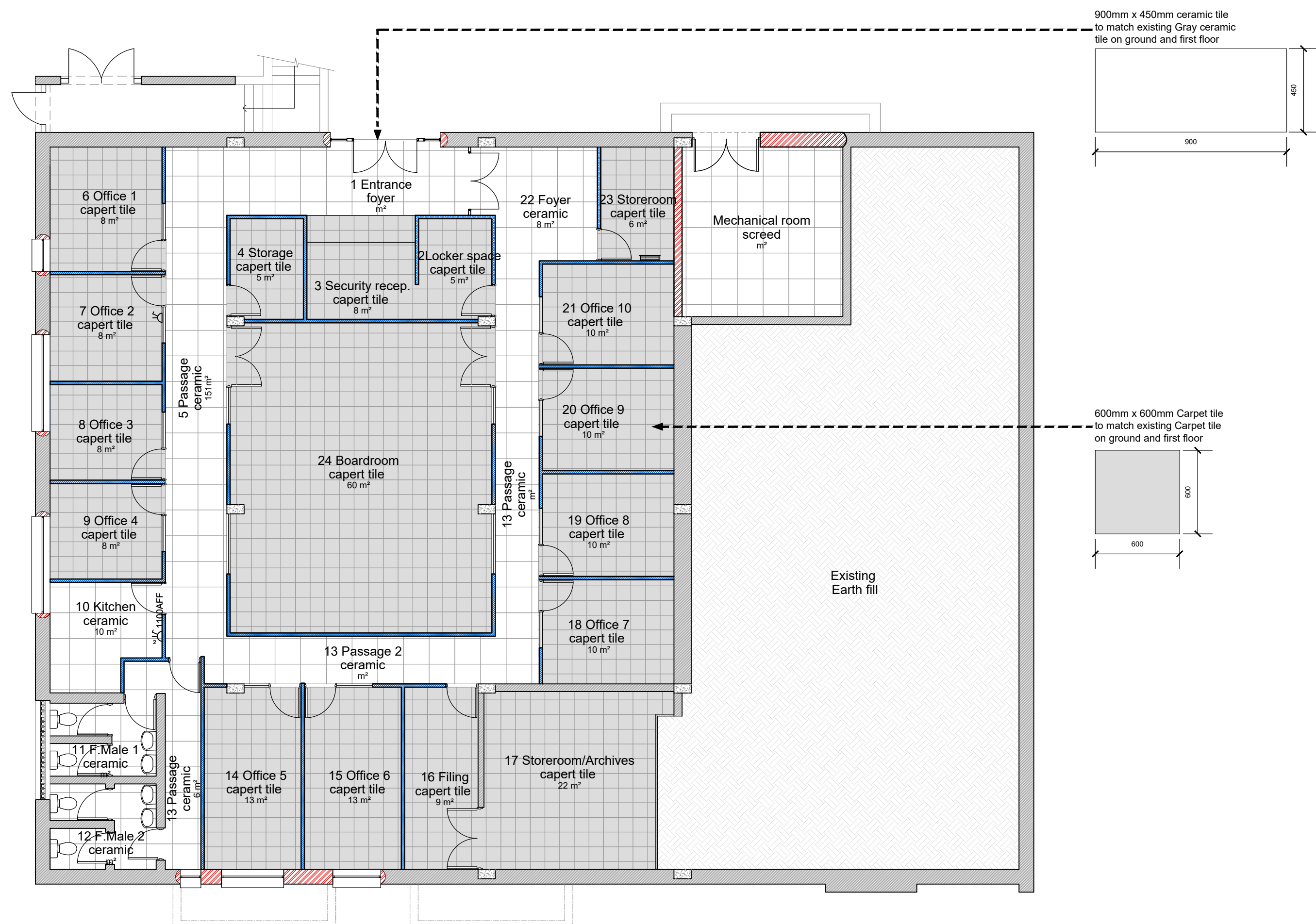




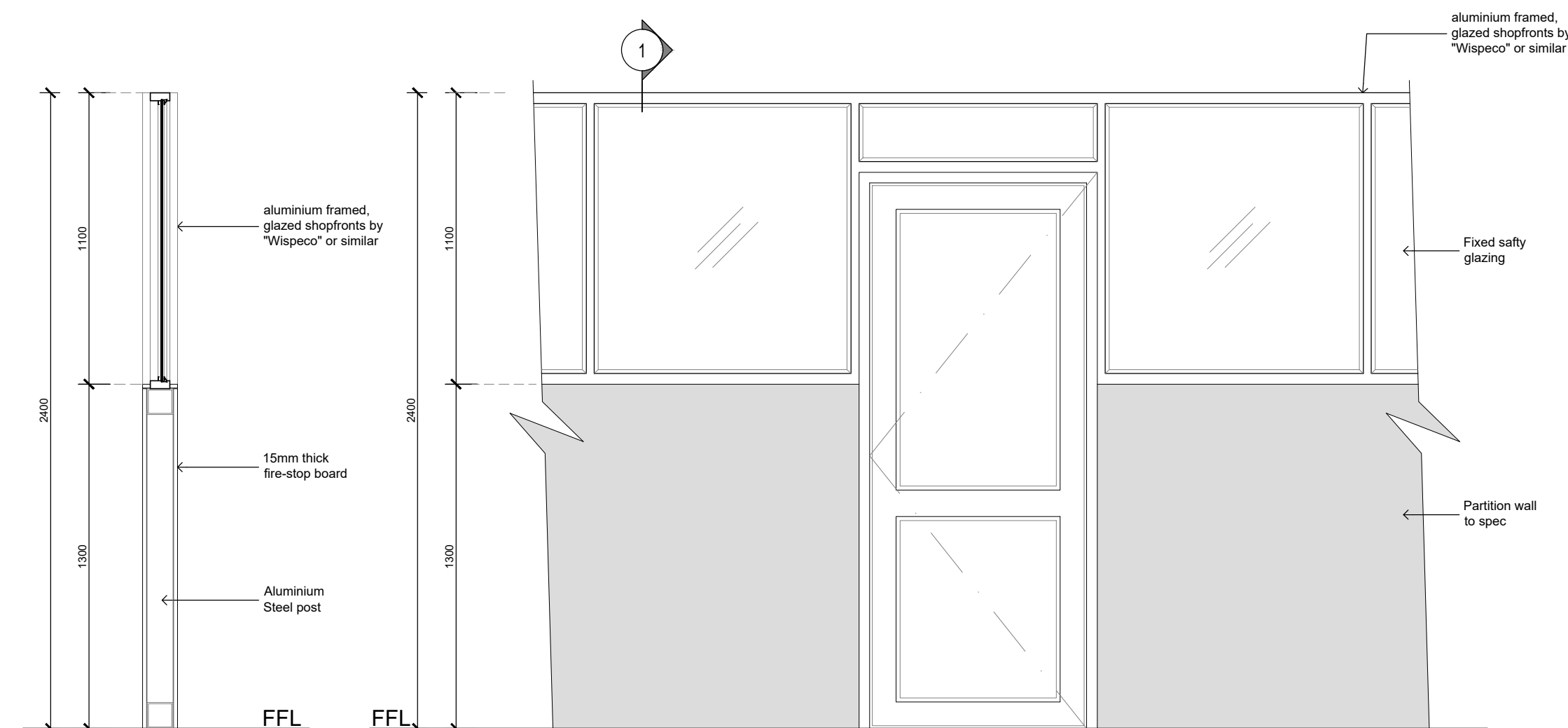
**NEW PARTITION WALL LAYOUT (Ground Floor)**  
SCALE 1:100



**NEW PARTITION WALL LAYOUT (First Floor)**  
SCALE 1:100



**TILLING LAYOUT**  
SCALE 1:100



**TYPICAL NEW PARTITION WALL DETAIL**  
SCALE 1:20

GENERAL LEGEND	
AS PER SPECIFICATION	
	EXISTING WORK
	NEW WORK
	EXISTING BRICK WALL
	NEW BRICK WALL
	NEW LOW-LEVEL STUB WALL
	NEW CONCRETE
	NEW PARTITIONING
	DEMOLISHED MATERIAL
	EXISTING ROOF
	NEW ROOF
	NEW TIMBER
	NEW STEEL
	NEW PLASTER
	NEW DRYWALL PARTITIONING
	EXISTING FACEBRICK
	NEW FACEBRICK
	PAVER 1
	PAVER 2
	PAVER 3
	TRAFFICABLE PAVER



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DISTRICT MUNICIPALITY



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PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF-4754 KD MATHANZIMA STREET  
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5100.

PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
18 February 2021

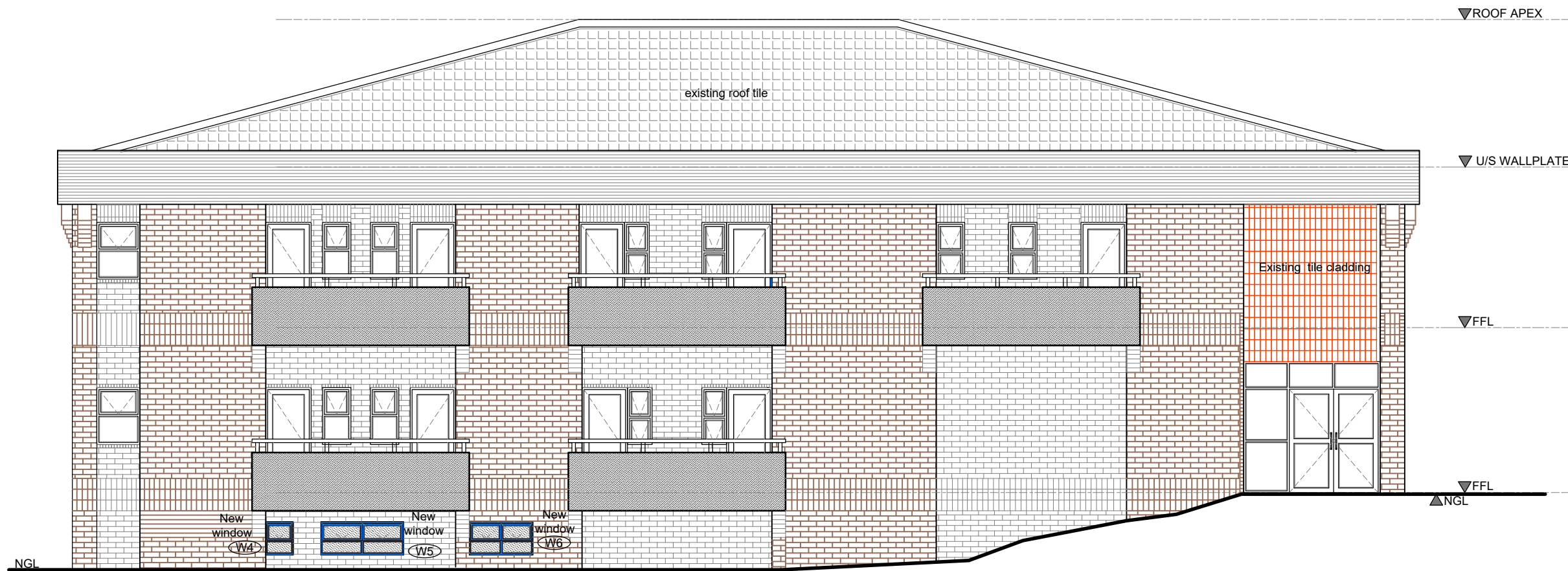
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PARTITION DETAIL**

DRAWING NUMBER	REVISION NO.
<b>EM20-021</b>	<b>0-03</b>
	<b>0</b>

DESIGNED <b>PHILA JOLOBE</b>	COMPETENT PERSON'S SIGNATURE
DRAWN <b>BAXOLELE MTSHABE</b>	

SCALE AS INDICATED	LAYOUT SIZE A1
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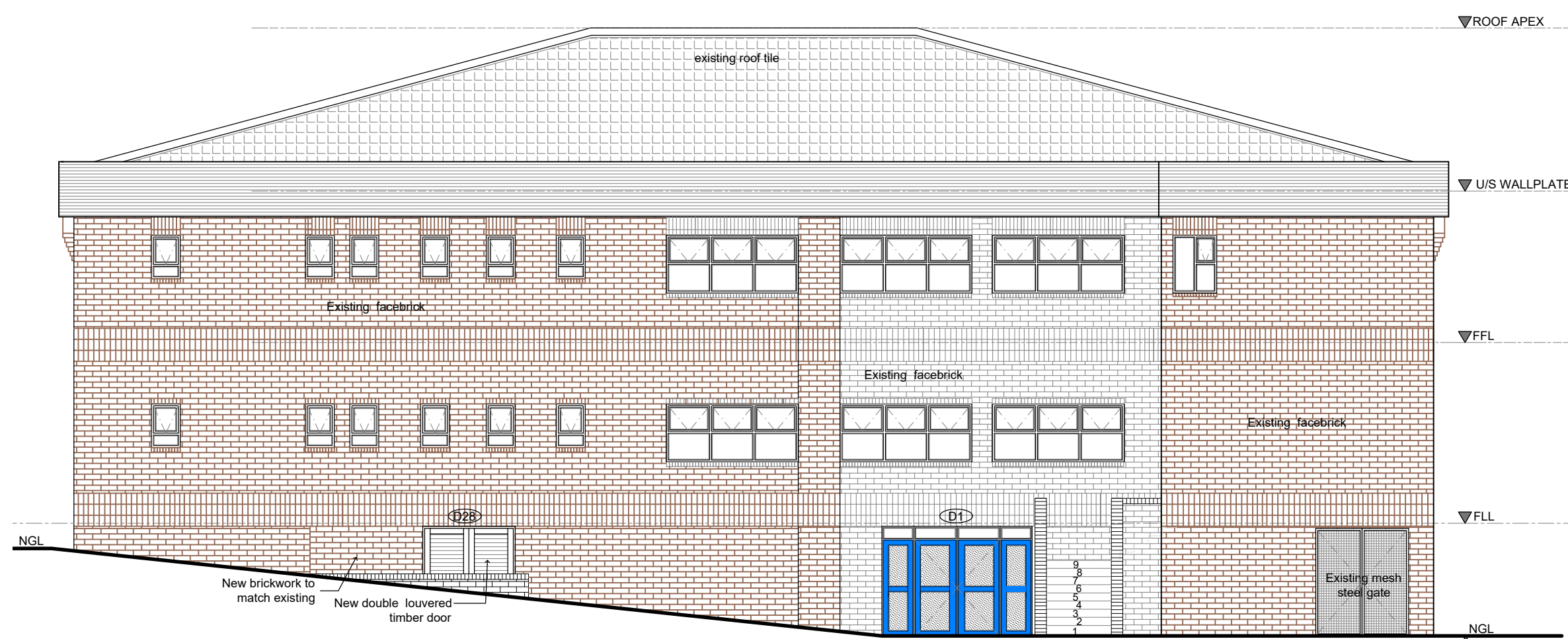




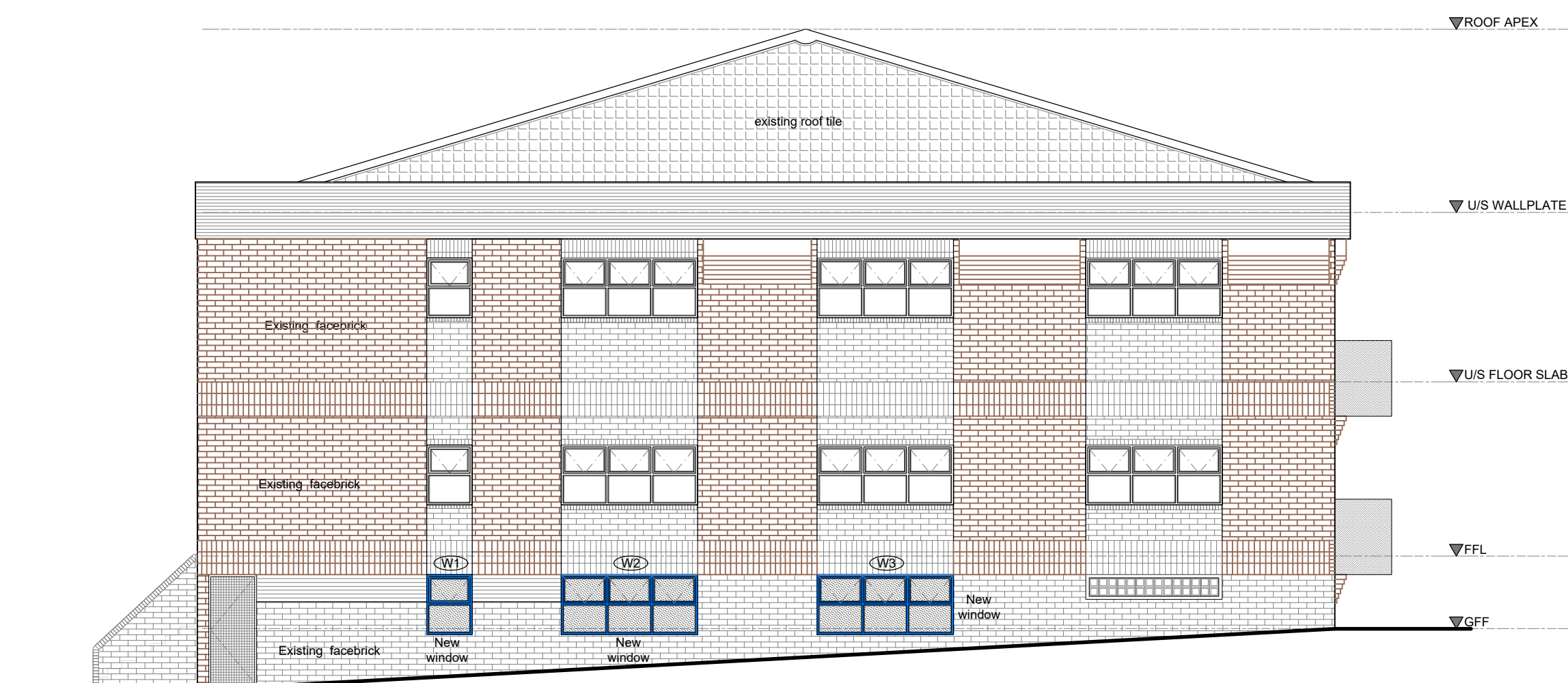
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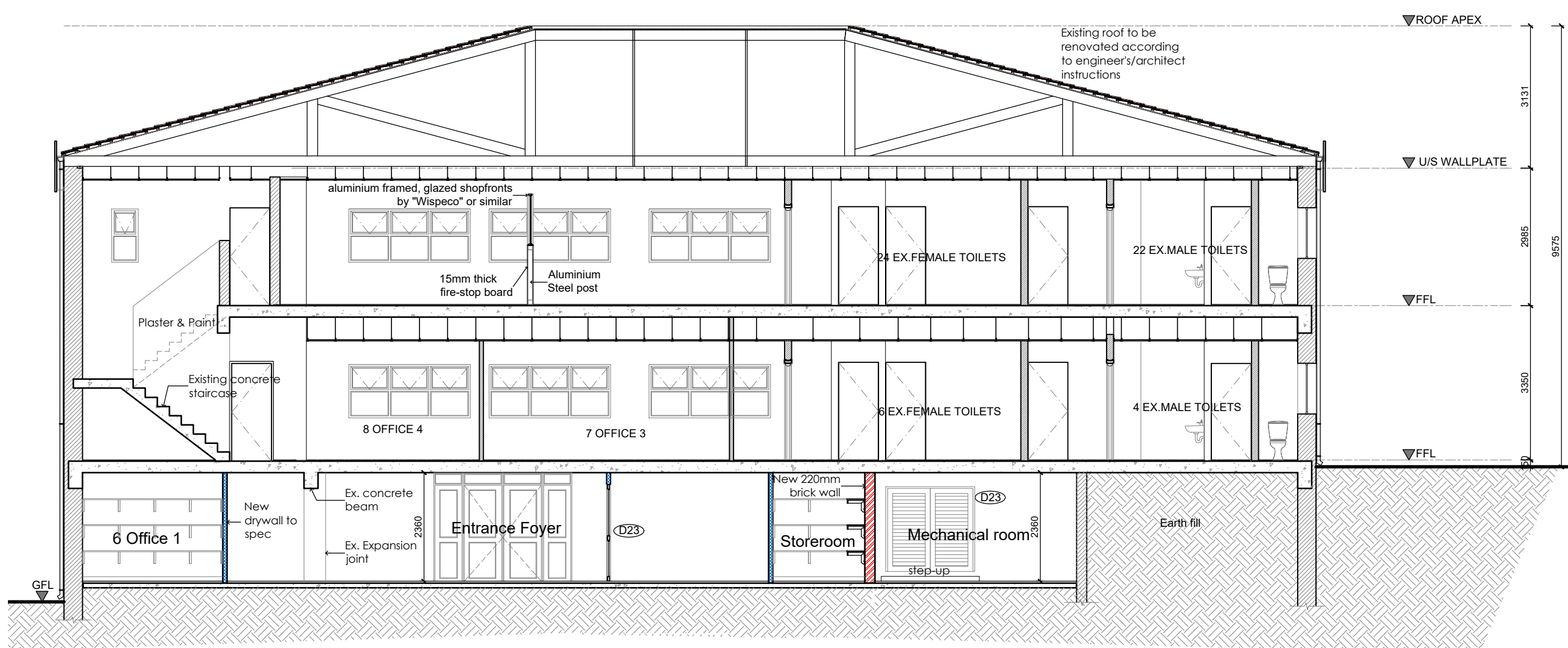
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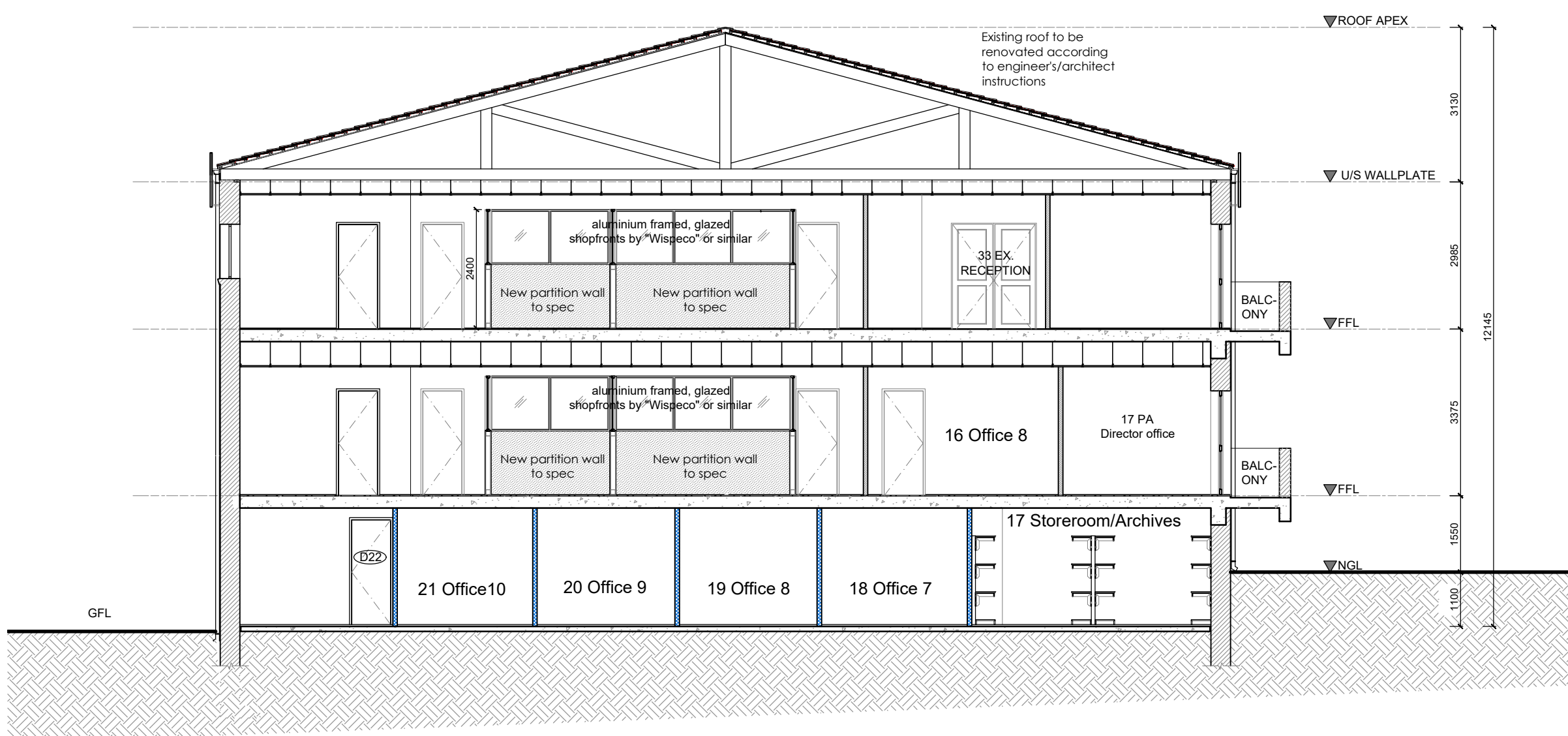
**SOUTH ELEVATION**  
SCALE 1:100



**EAST ELEVATION**  
SCALE 1:100



**SECTION A-A**  
SCALE 1:100



**SECTION B-B**  
SCALE 1:100

GENERAL LEGEND	
AS PER SPECIFICATION	
	EXISTING WORK
	NEW WORK
	EXISTING BRICK WALL
	NEW BRICK WALL
	NEW LOW-LEVEL STUB WALL
	NEW CONCRETE
	NEW PARTITIONING
	DEMOLISHED MATERIAL
	EXISTING ROOF
	NEW ROOF
	NEW TIMBER
	NEW STEEL
	NEW PLASTER
	NEW DRYWALL PARTITIONING
	EXISTING FACEBRICK
	NEW FACEBRICK
	PAVER 1
	PAVER 2
	PAVER 3
	TRAFFICABLE PAVER



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MTHATHA  
5100

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PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF-4754 KD MATHANZIMA STREET  
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PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
18 February 2021

DRAWING TITLE  
**ELEVATIONS AND SECTIONS**

DRAWING NUMBER	REVISION NO.
<b>EM20-021</b>	<b>0-04</b>

DESIGNED  
**PHILA JOLOBE**  
DRAWN  
**BAXOLELE MTHABE**

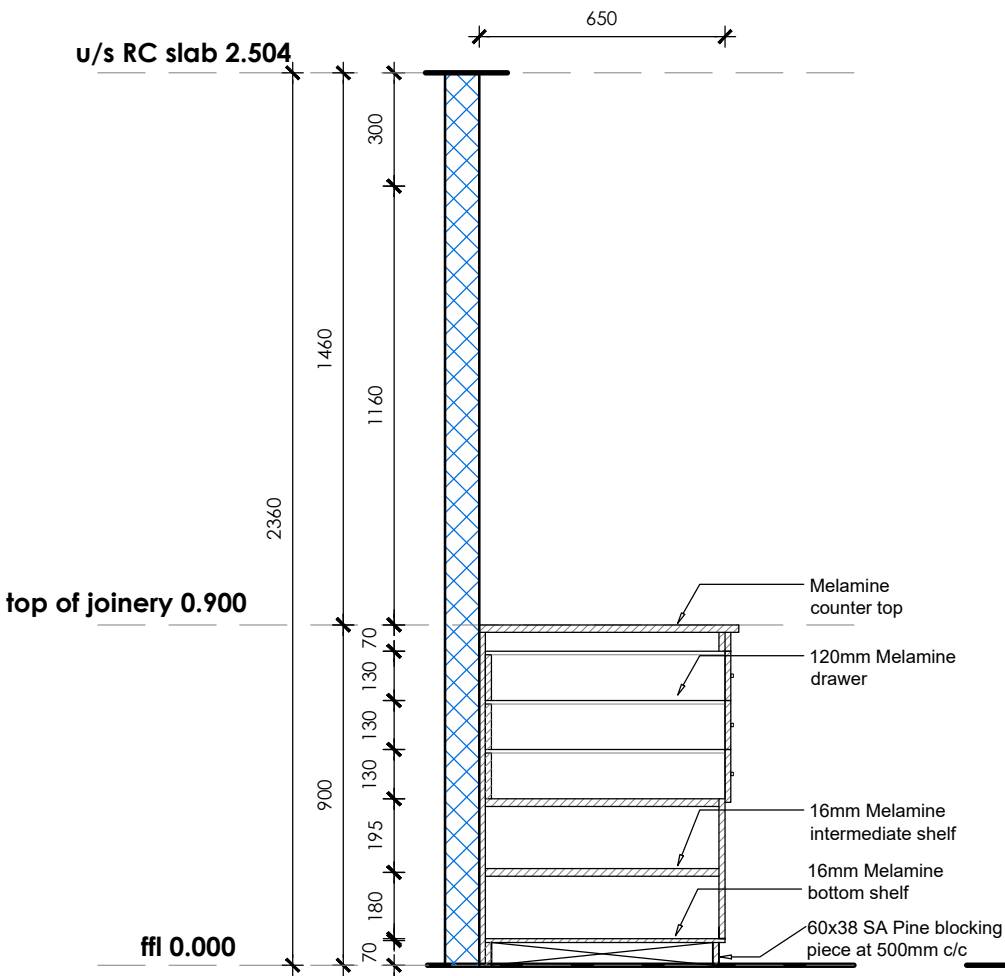
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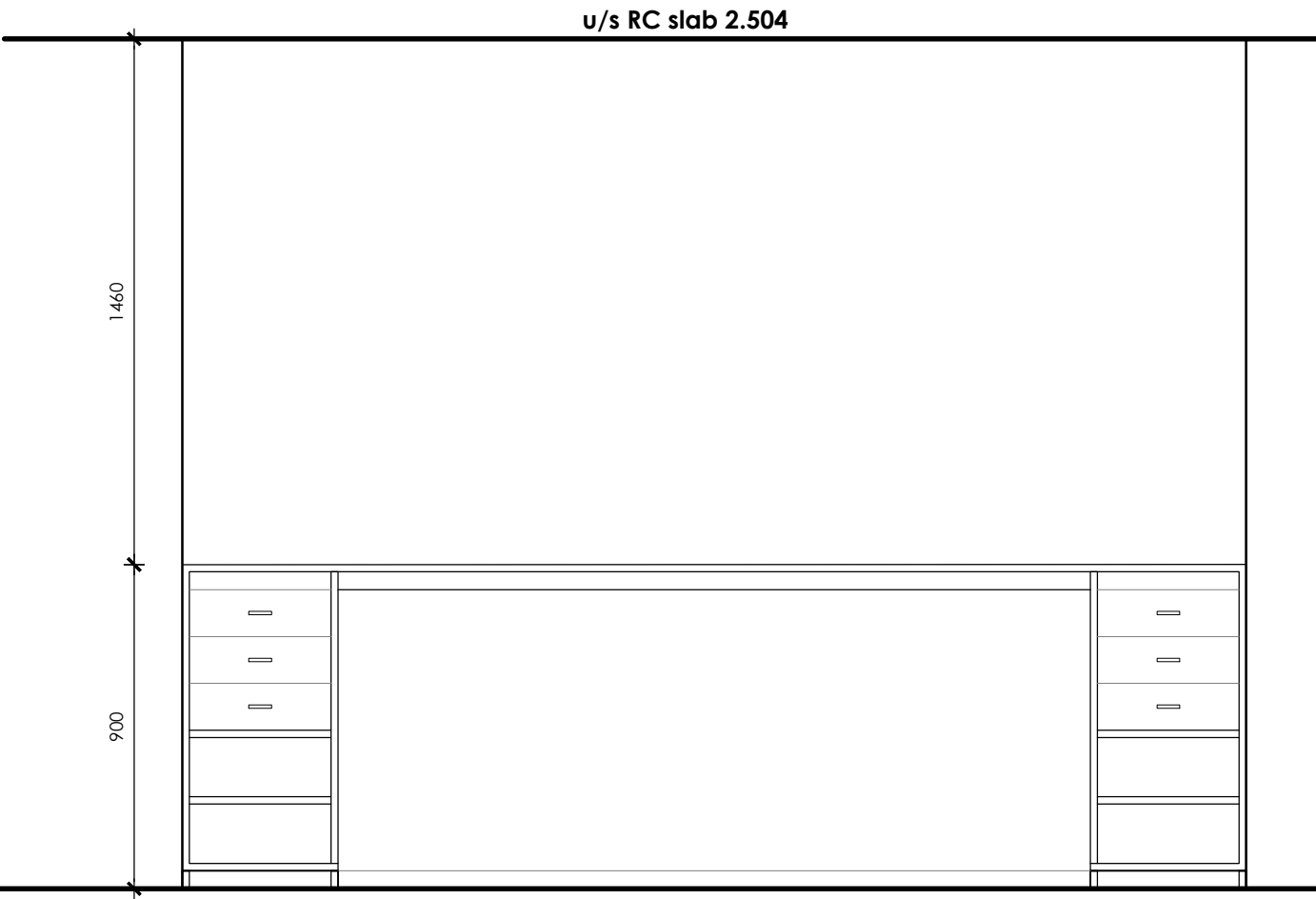
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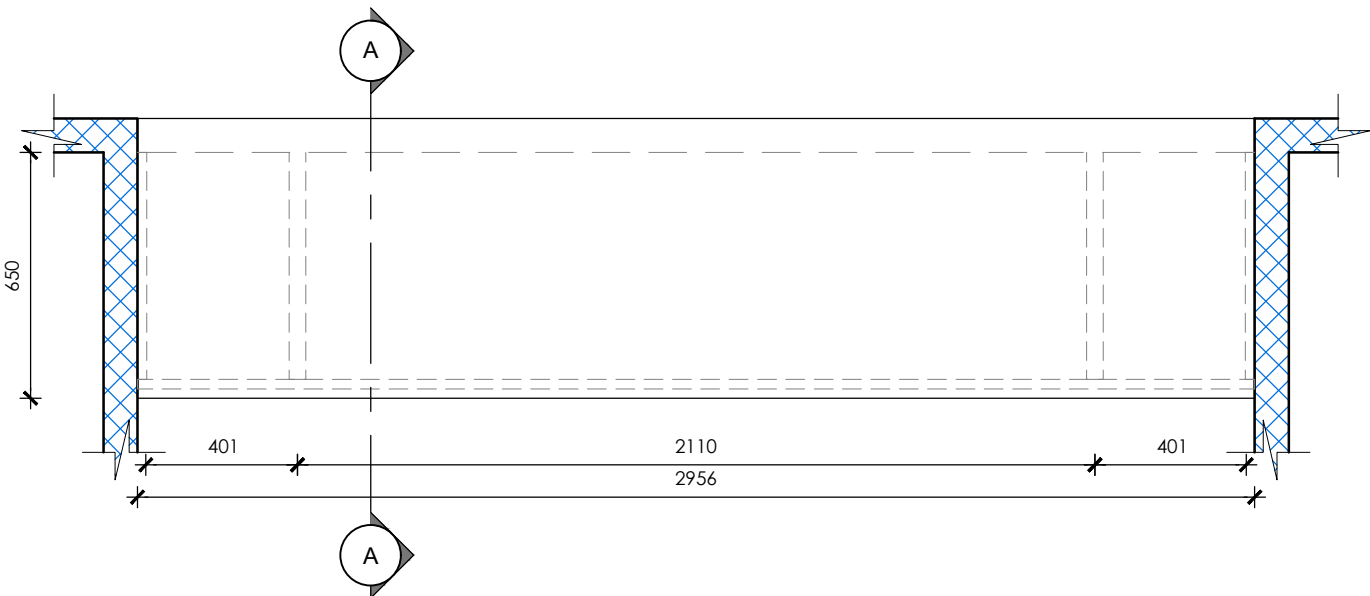
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TO BE CONFIRMED ON SITE  
BEFORE MANUFACTURING



**SECTION A-A**  
SCALE 1:20



**ELEVATION**  
SCALE 1:20



**PLAN (security reception)**  
SCALE 1:20

NO.	DATE	REVISION DESCRIPTION	BY
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**OR TAMBO OFFICES**  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF:4754 KD MATHANZIMA STREET  
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**PROJECT STATUS / ISSUED FOR**  
**CONSTRUCTION DRAWINGS**  
12 February 2021

**DRAWING TITLE**  
**JOINERY DETAILS**

**DRAWING NUMBER**  
**EM20-021**

**REVISION NO.**  
**0**

**DESIGNED**  
**PHILA JOLOBE**

**DRAWN**  
**TT MDALANA**

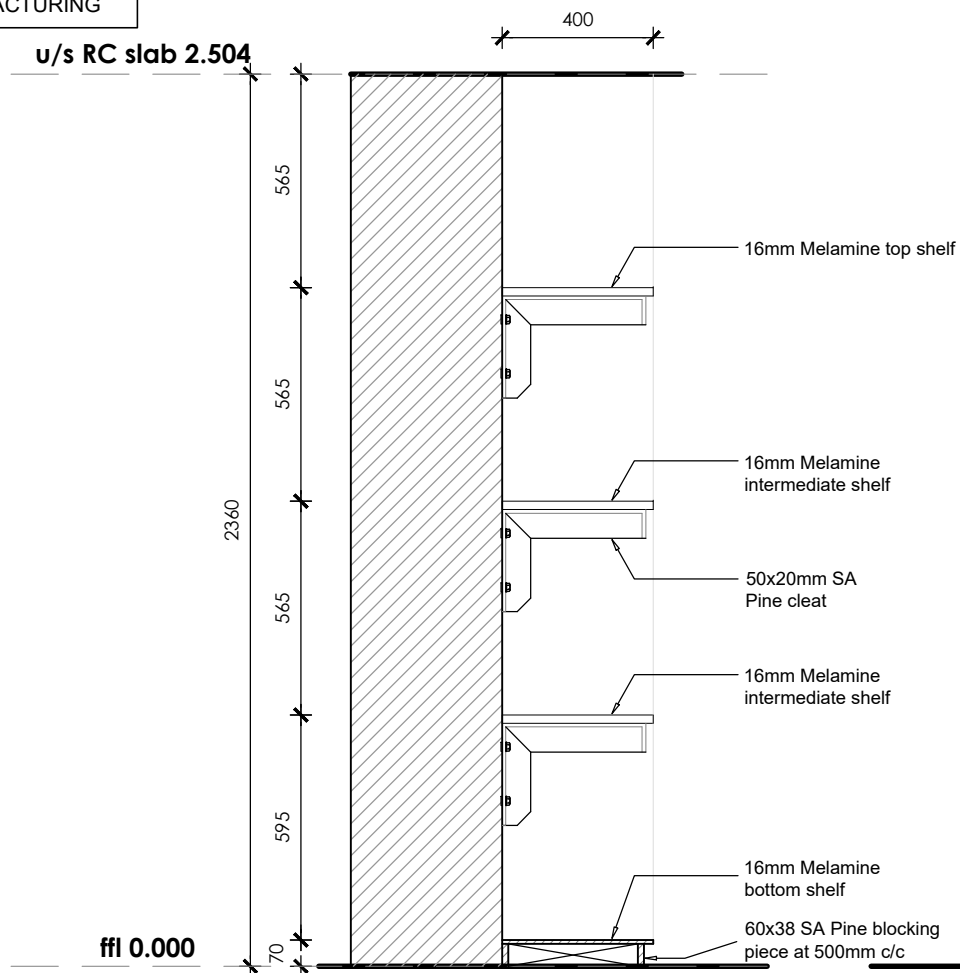
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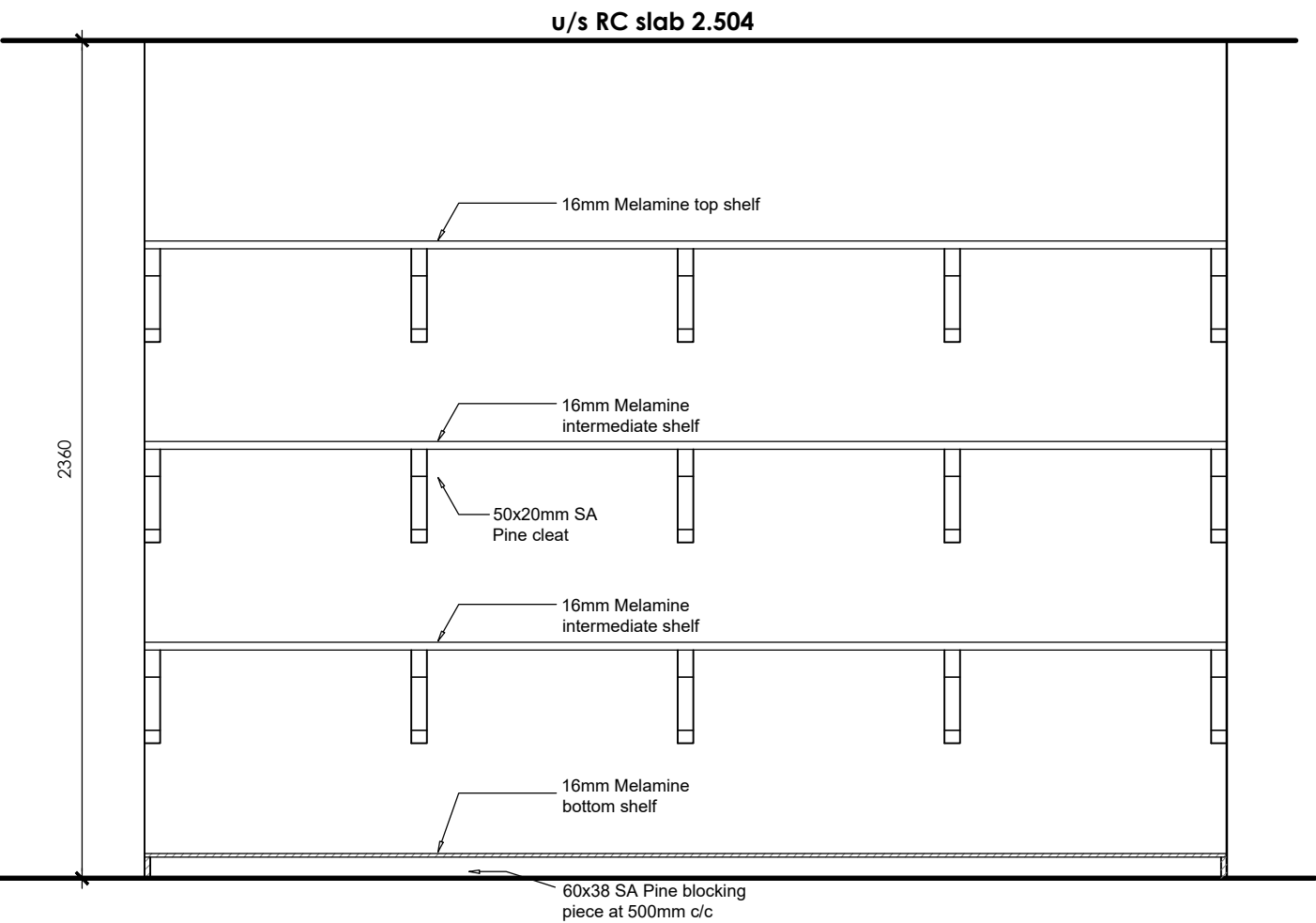
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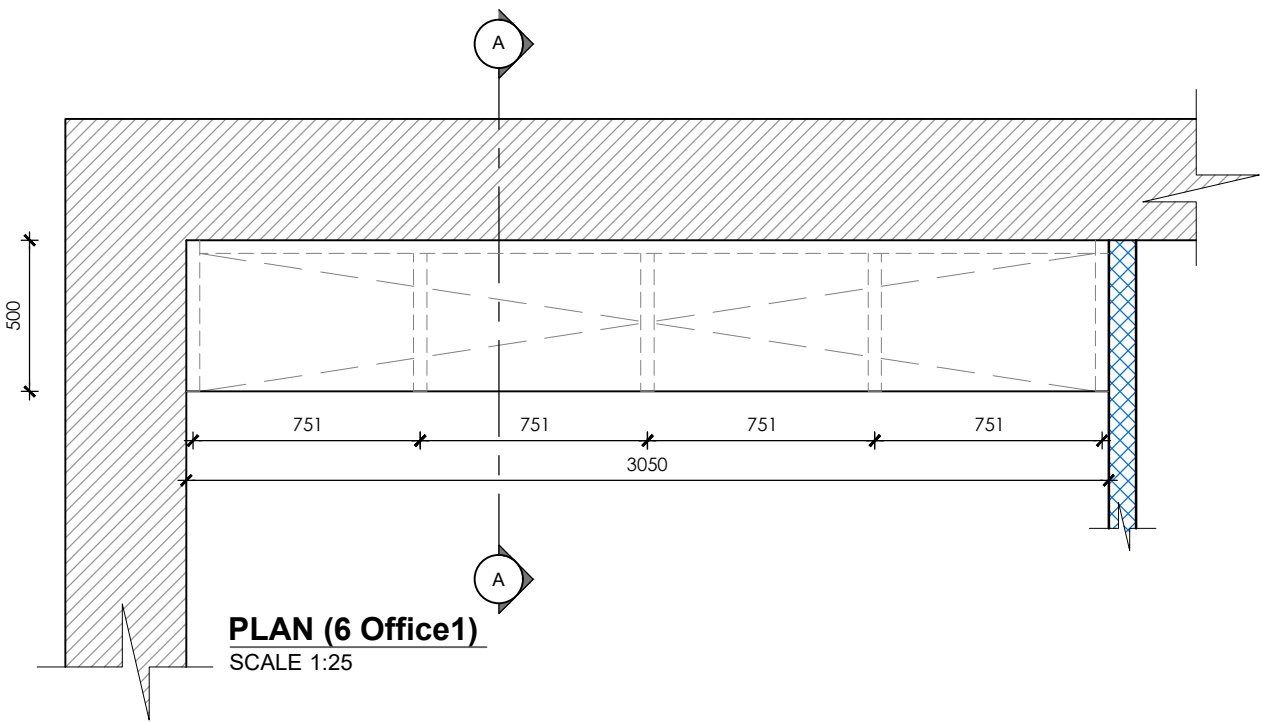
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**SECTION A-A**  
SCALE 1:20



**ELEVATION**  
SCALE 1:20



**PLAN (6 Office1)**  
SCALE 1:25

NO.	DATE	REVISION DESCRIPTION	BY

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**OP TAMBO OFFICES**  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF 4754 KD MATHANZIMA STREET  
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PROJECT STATUS / ISSUED FOR  
**DESIGN DRAWINGS**  
12 February 2021

DRAWING TITLE  
**LAYOUT**

DRAWING NUMBER  
**EM19-XXX**

REVISION NO.  
**###**

**0**

DESIGNED  
DRAWN  
TT MDALANA

COMPETENT PERSON'S SIGNATURE

SCALE  
AS INDICATED

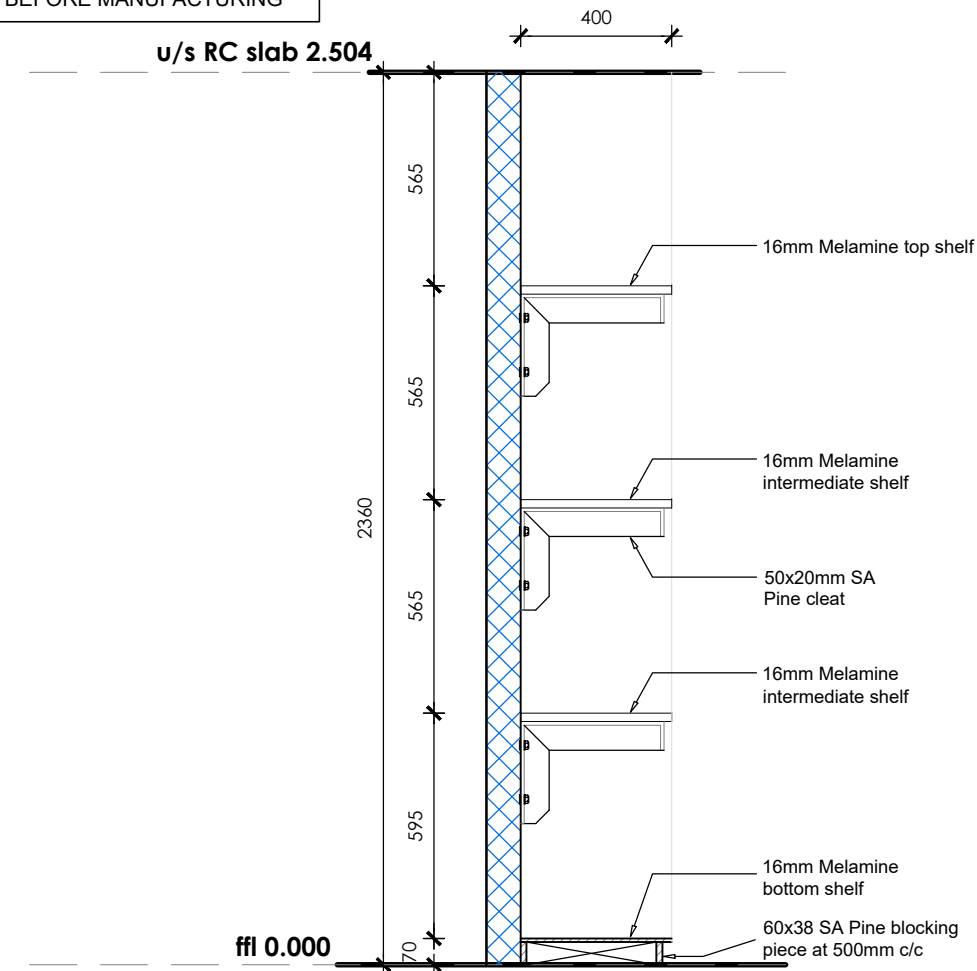
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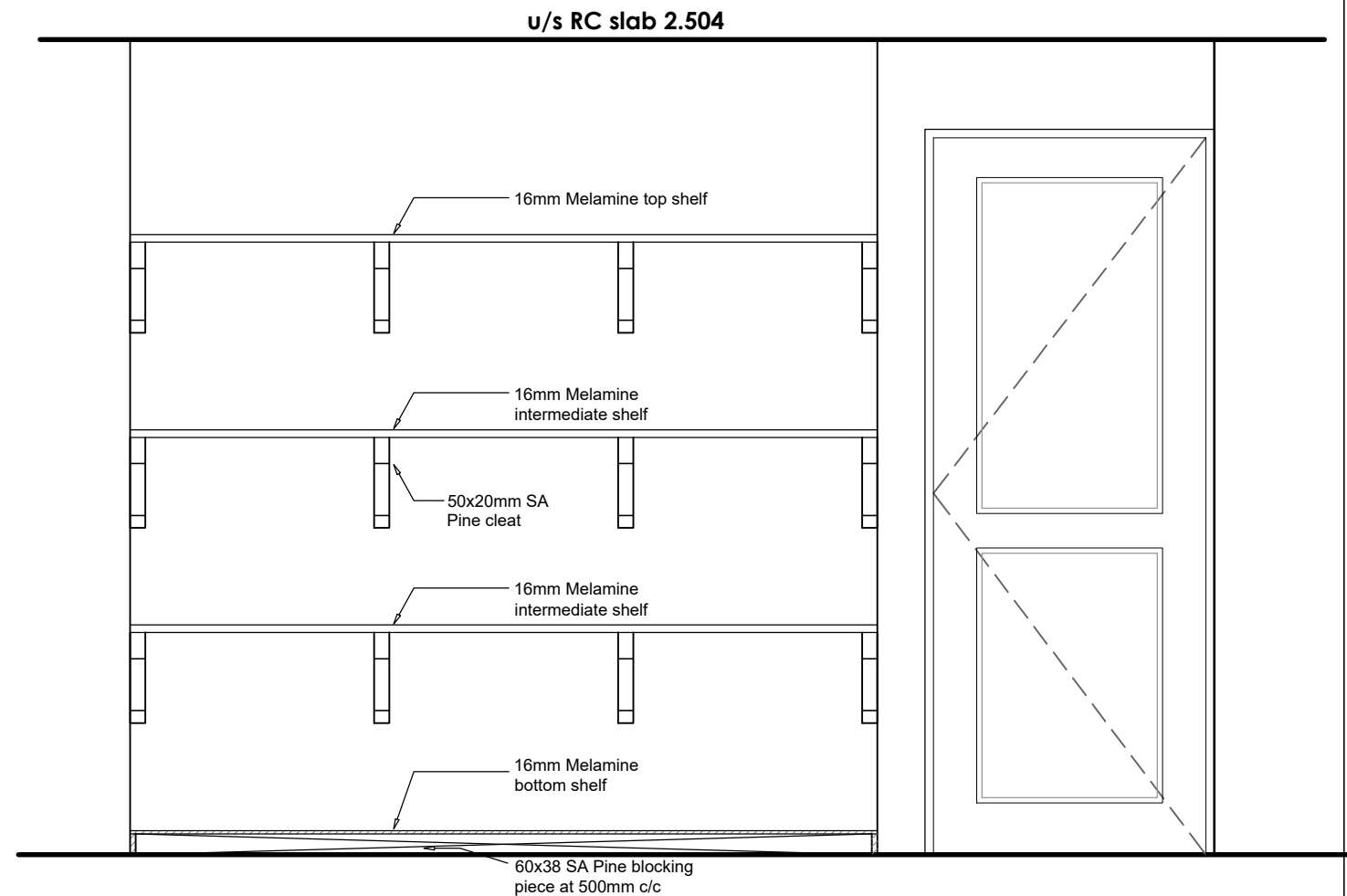
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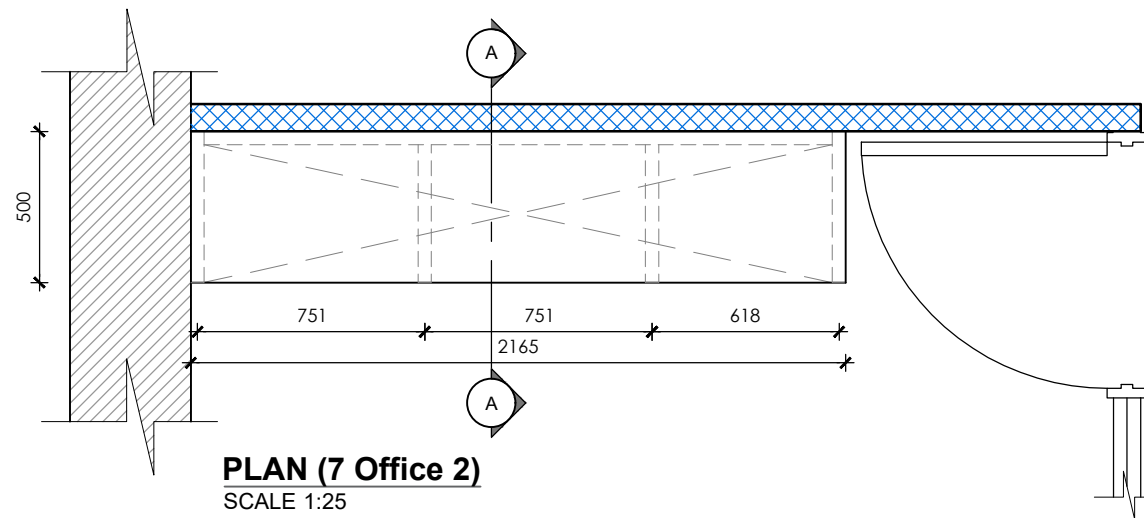
NOTE: ALL DIMENSIONS ARE  
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BEFORE MANUFACTURING



**SECTION A-A**  
SCALE 1:20



**ELEVATION**  
SCALE 1:20



**PLAN (7 Office 2)**  
SCALE 1:25

NO.	DATE	REVISION DESCRIPTION	BY

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PROJECT DESCRIPTION  
**OP TAMBO OFFICES**  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF 4754 KD MATHANZIMA STREET  
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5100.

PROJECT STATUS / ISSUED FOR  
**DESIGN DRAWINGS**  
12 February 2021

DRAWING TITLE  
**LAYOUT**

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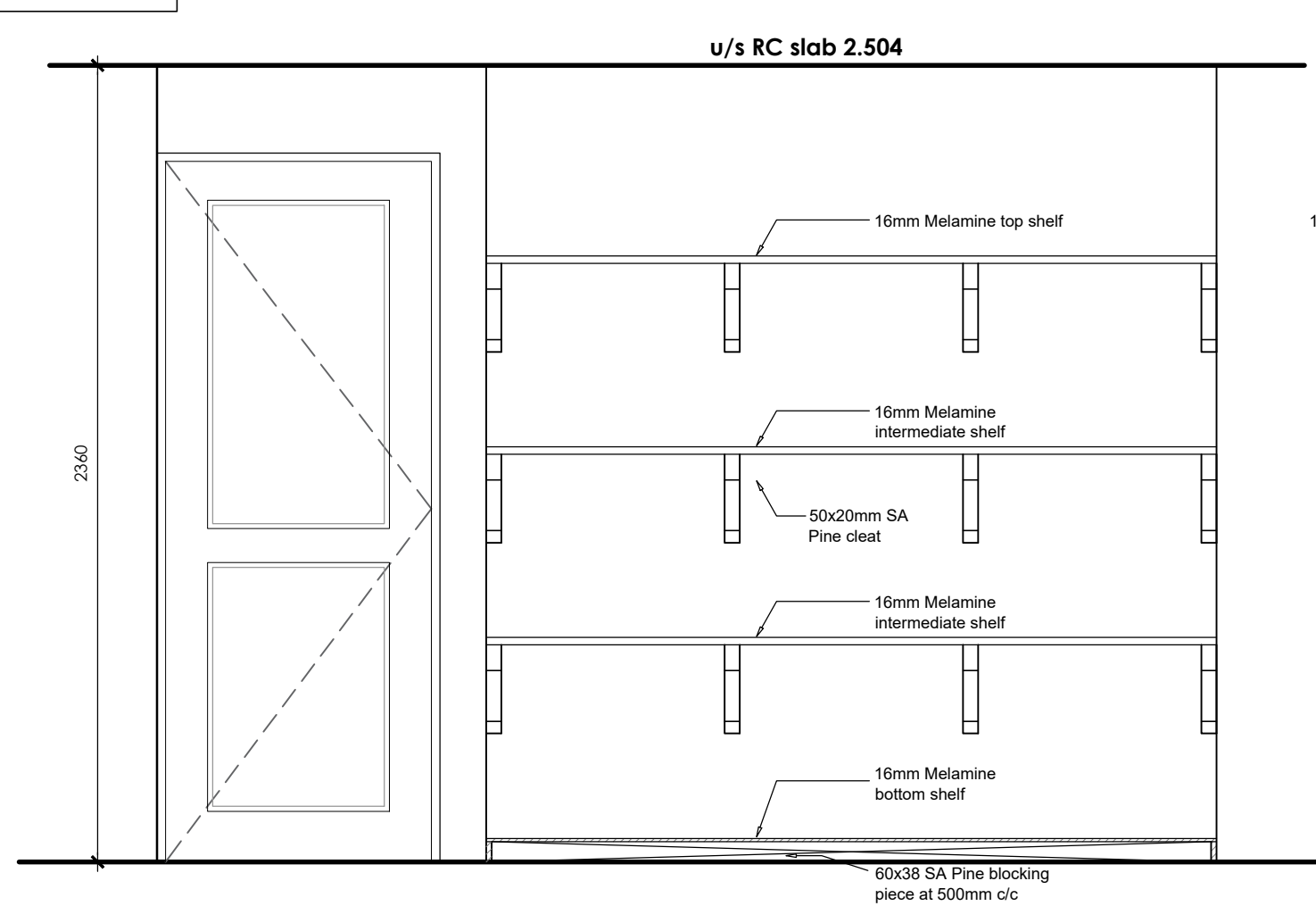
DESIGNED	COMPETENT PERSON'S SIGNATURE
<b>TT MDALANA</b>	

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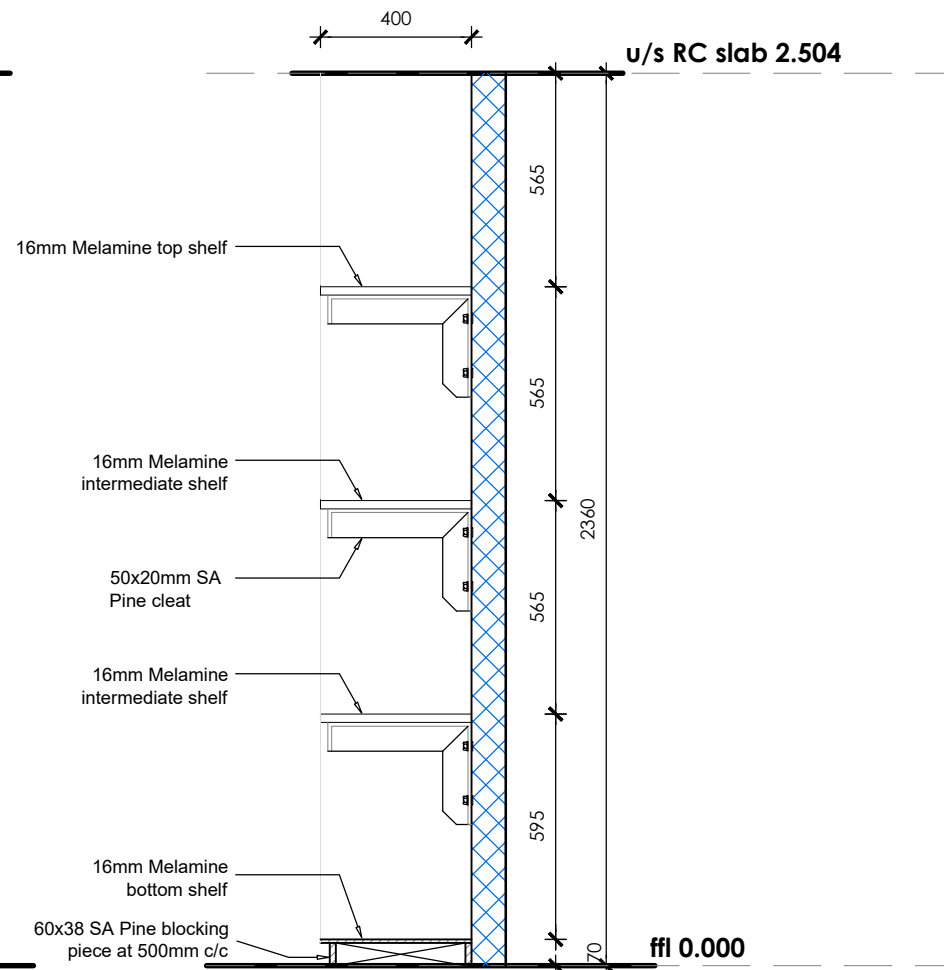
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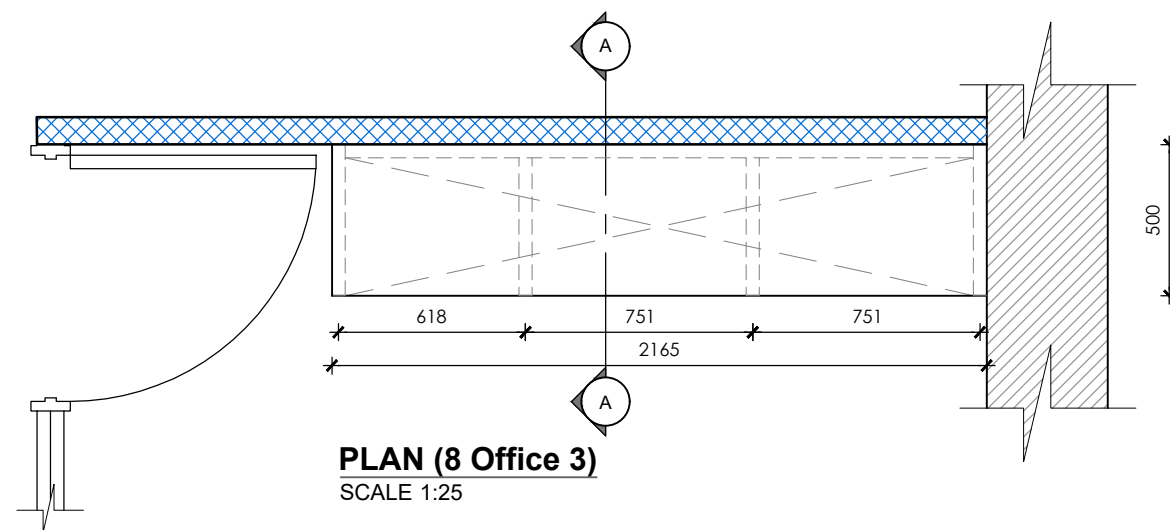
NOTE: ALL DIMENSIONS ARE  
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BEFORE MANUFACTURING



**ELEVATION**  
SCALE 1:20



**SECTION A-A**  
SCALE 1:20



**PLAN (8 Office 3)**  
SCALE 1:25

XXX

J4

NO.	DATE	REVISION DESCRIPTION	BY
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**MTHATHA**

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OR TAMBO MUNICIPALITY

CLIENT SIGNATURE

PROJECT DESCRIPTION  
**OR TAMBO OFFICES**  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF:4754 KD MATHANZIMA STREET  
MTHATHA,  
5100.

PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
12 February 2021

DRAWING TITLE  
**JOINERY DETAILS**

DRAWING NUMBER  
**EM20-021**

REVISION NO.  
**0**

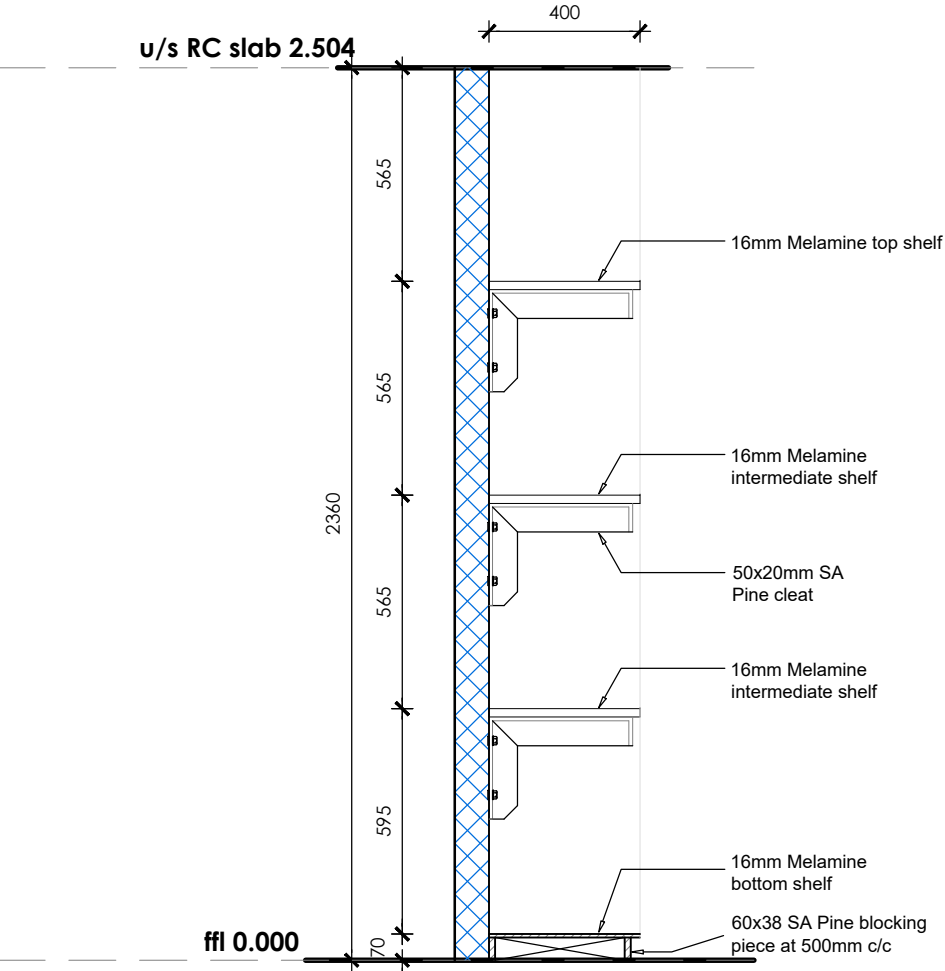
DESIGNED  
**PHILA JOLOBE**  
DRAWN  
**TT MDALANA**

COMPETENT PERSON'S SIGNATURE

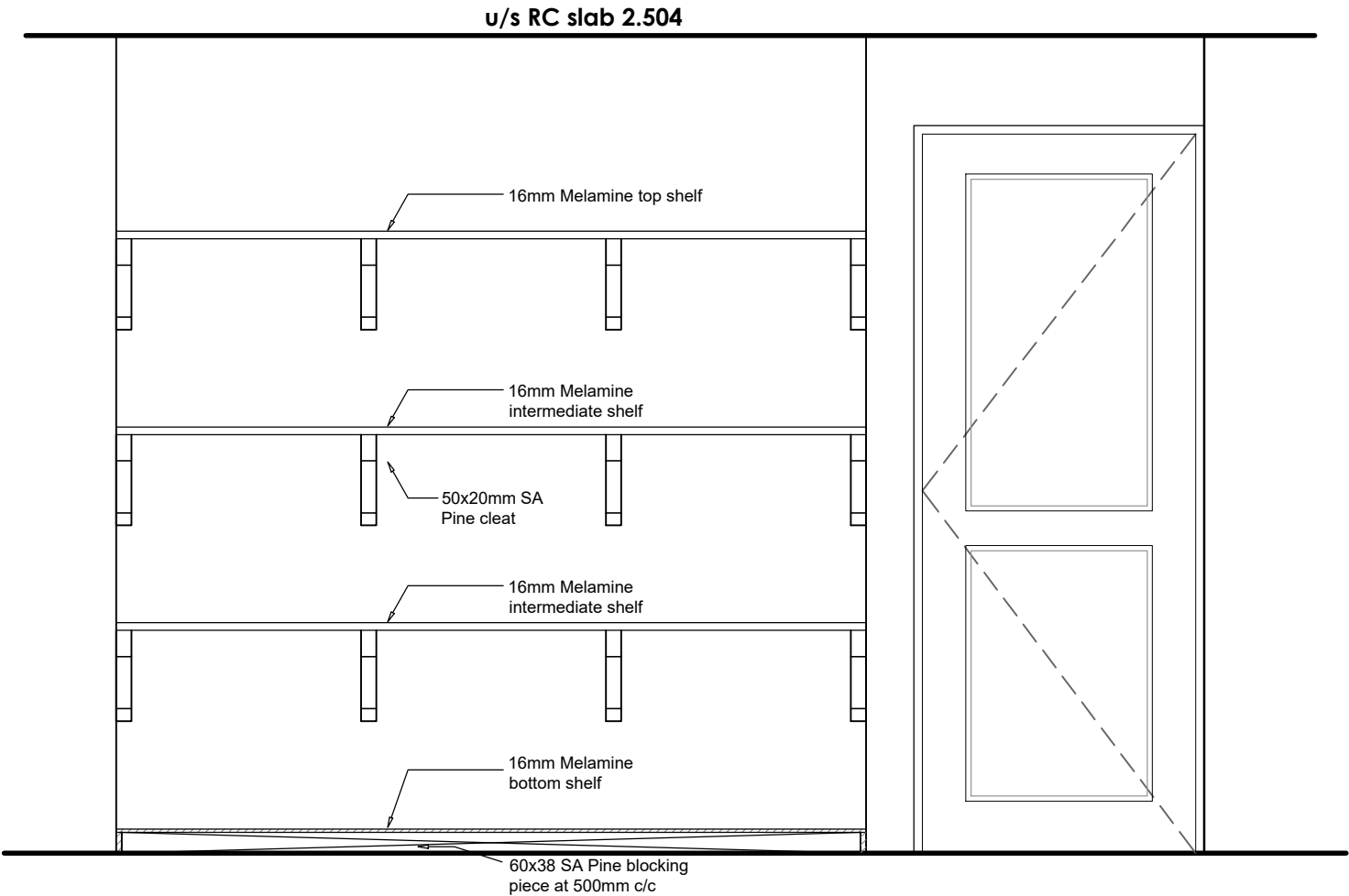
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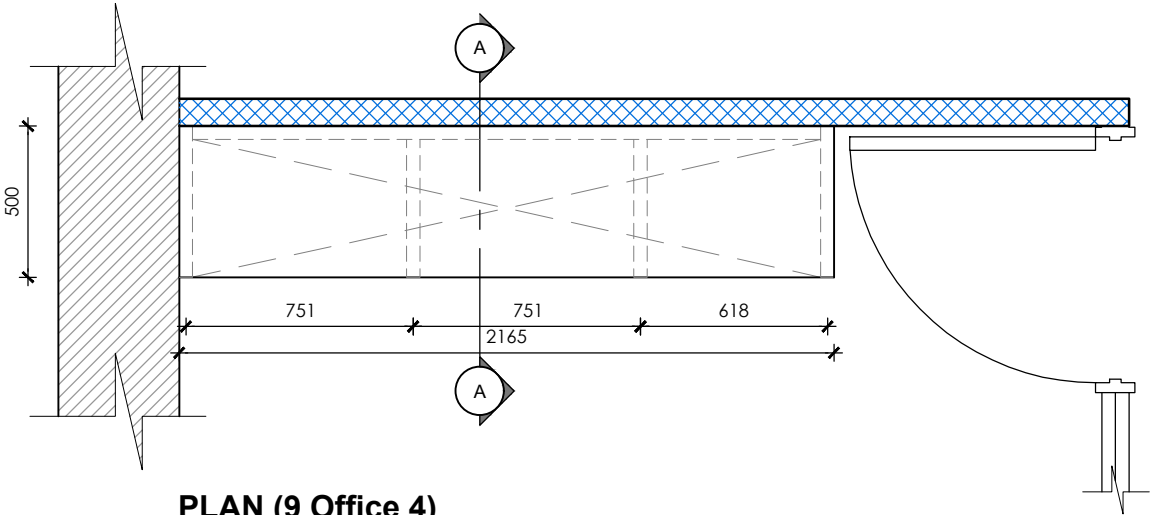
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**SECTION A-A**  
SCALE 1:20



**ELEVATION**  
SCALE 1:20



**PLAN (9 Office 4)**  
SCALE 1:25

XXX

J5

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ARCHITECTS

EAST LONDON MTHATHA PORT ELIZABETH QUEENSTOWN

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ADDRESS: 35A Delville Road, Central, Mthatha, 5322  
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Website: www.imbonofa.co.za

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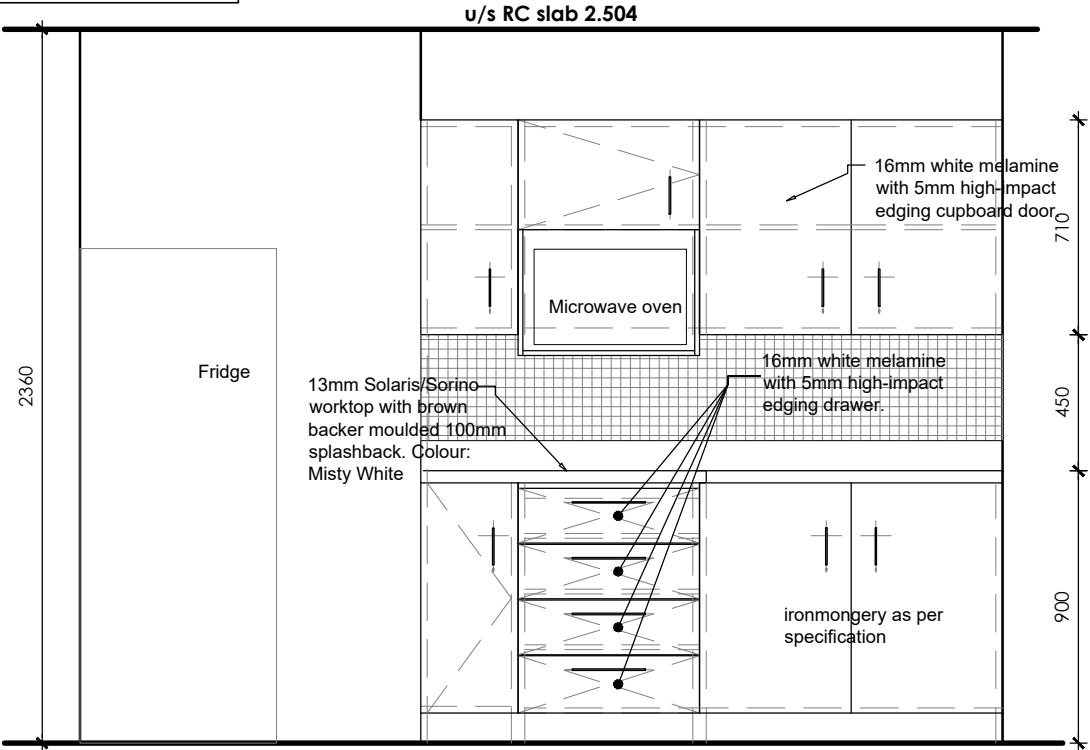
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**OR TAMBO OFFICES**  
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MTHATHA,  
5100.

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12 February 2021

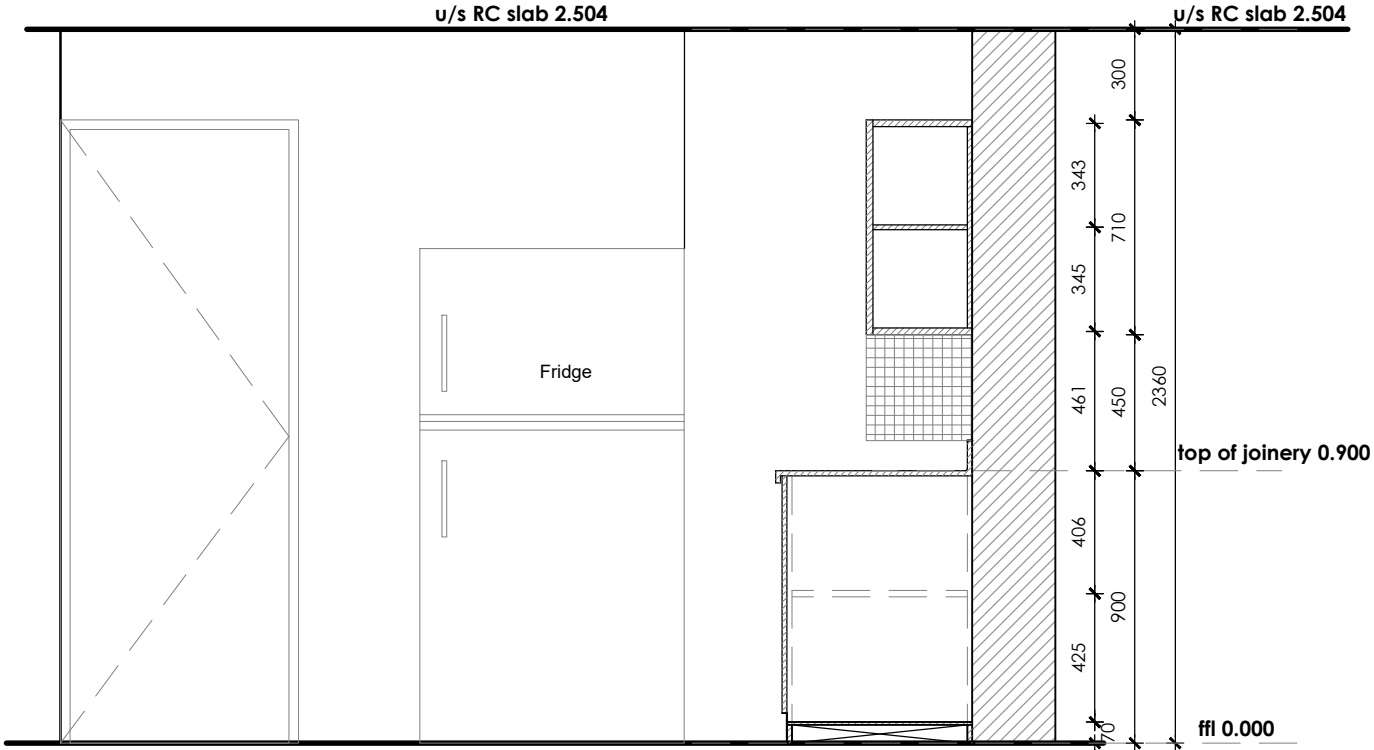
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**JOINERY DETAILS**

DRAWING NUMBER	REVISION NO.
<b>EM20-021</b>	<b>###</b>
DESIGNED <b>PHILA JOLOBE</b>	COMPETENT PERSON'S SIGNATURE
DRAWN <b>TT MDALANA</b>	
SCALE AS INDICATED	LAYOUT SIZE A3

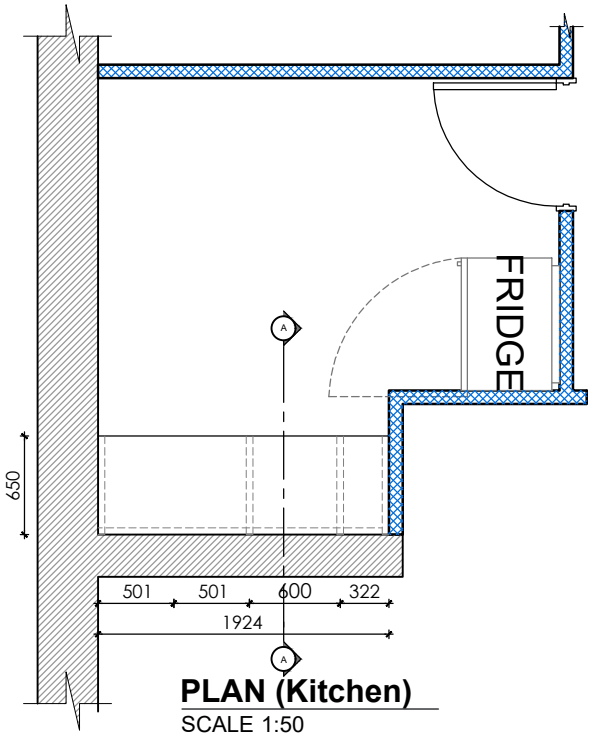
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**ELEVATION**  
SCALE 1:25



**SECTION A-A**  
SCALE 1:25



**PLAN (Kitchen)**  
SCALE 1:50

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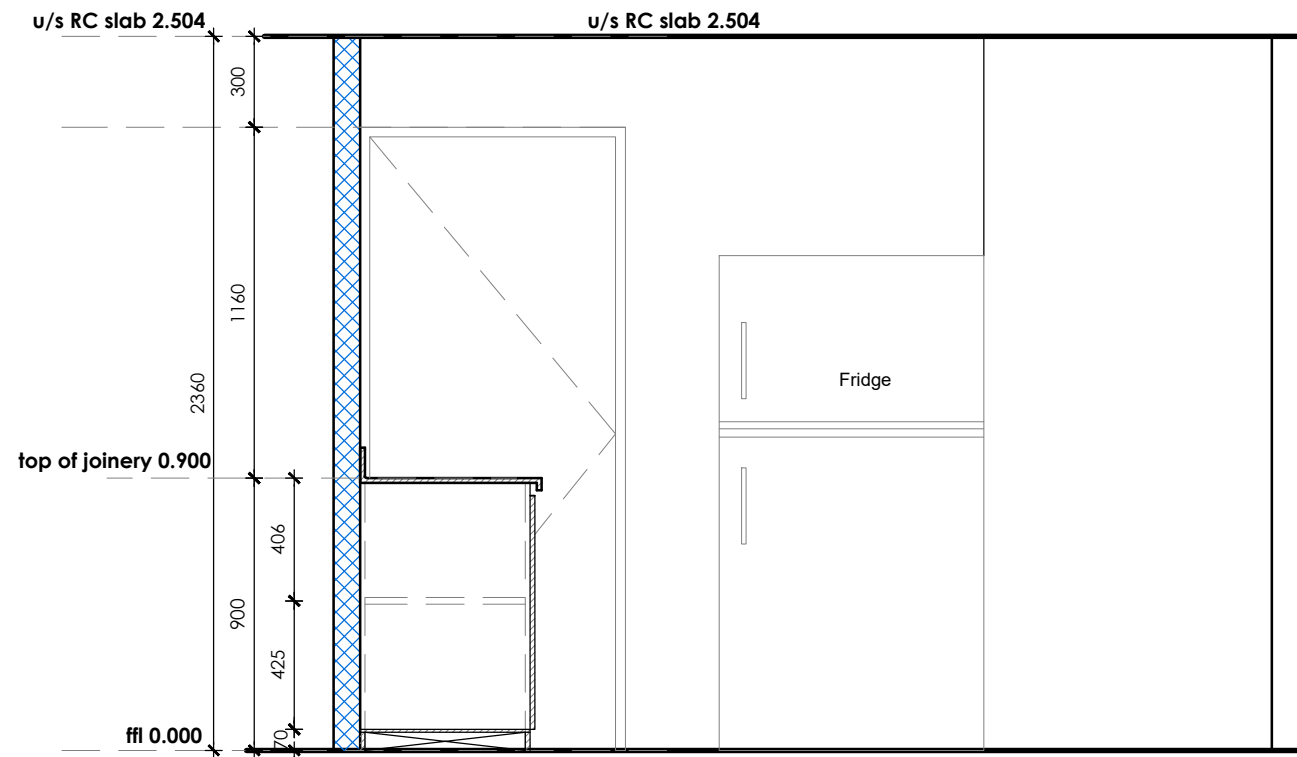
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DESIGNED <b>PHILA JOLOBE</b>	COMPETENT PERSON'S SIGNATURE
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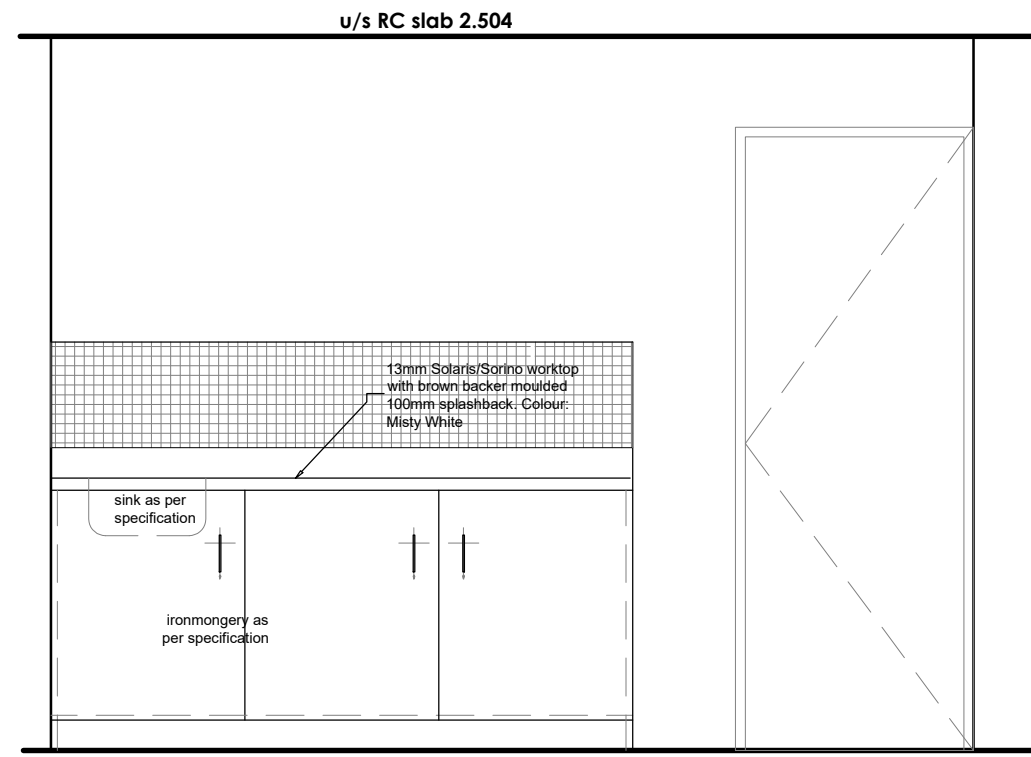
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J6

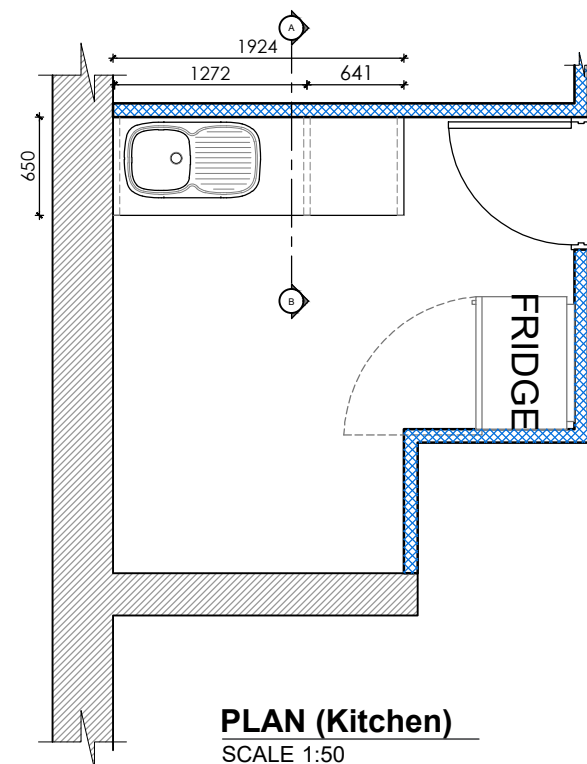
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**SECTION A-A**  
SCALE 1:25



**ELEVATION**  
SCALE 1:25



**PLAN (Kitchen)**  
SCALE 1:50

NO.	DATE	REVISION DESCRIPTION	BY
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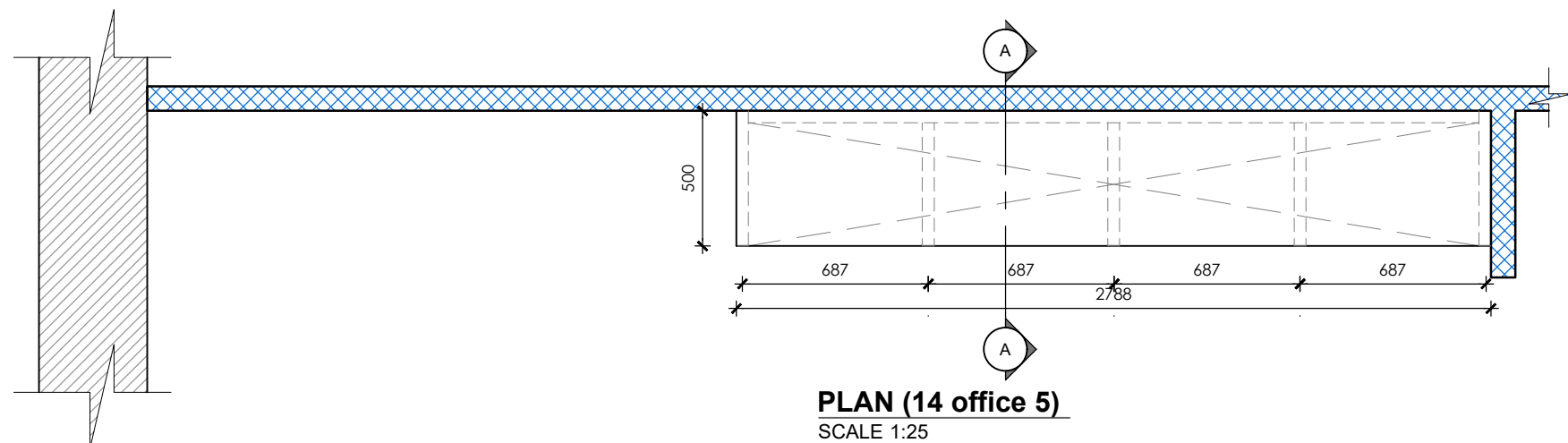
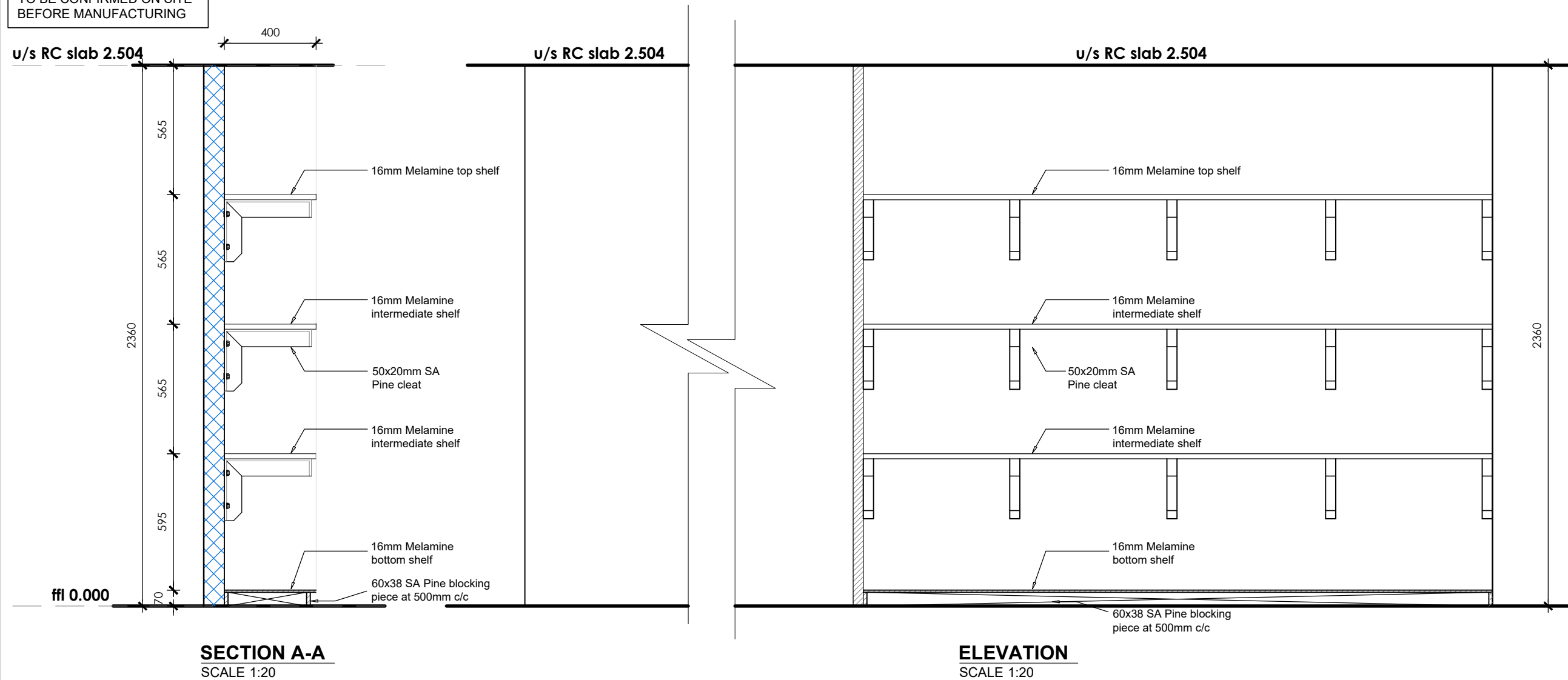
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PHILA JOLOBE	
DRAWN	
TT MDALANA	

SCALE	LAYOUT SIZE
AS INDICATED	A3

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J7

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J8

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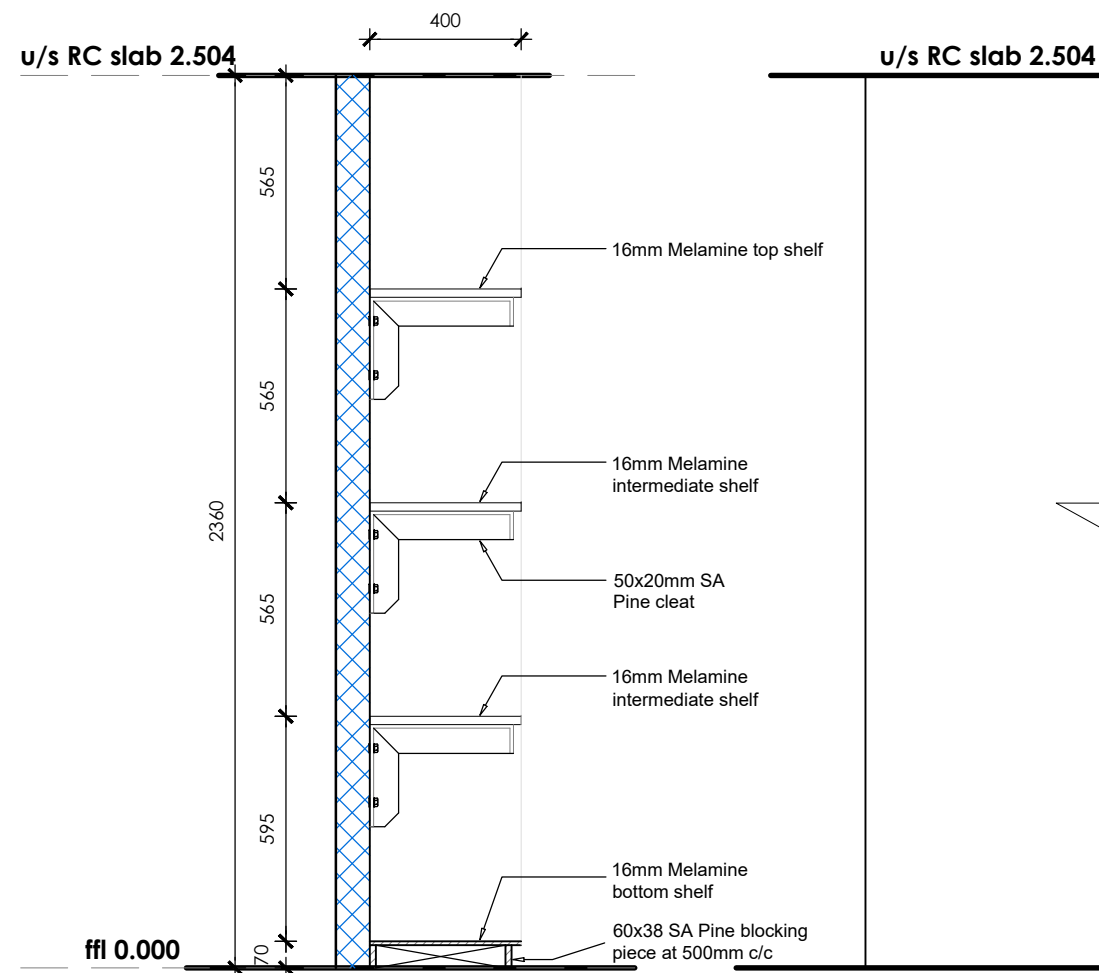
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DESIGNED PHILA JOLOBE	COMPETENT PERSON'S SIGNATURE
DRAWN TT MDALANA	

SCALE AS INDICATED	LAYOUT SIZE A3
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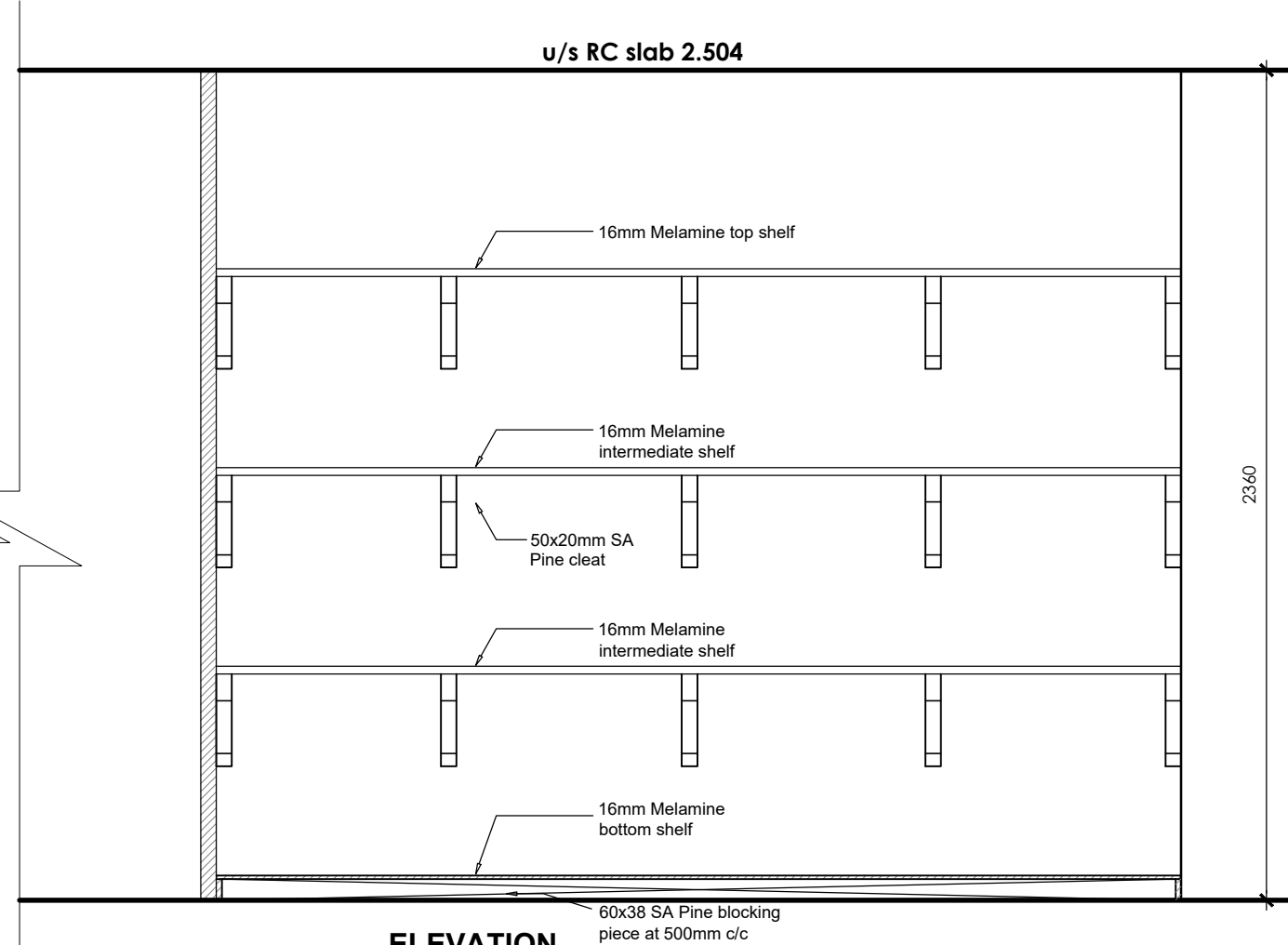
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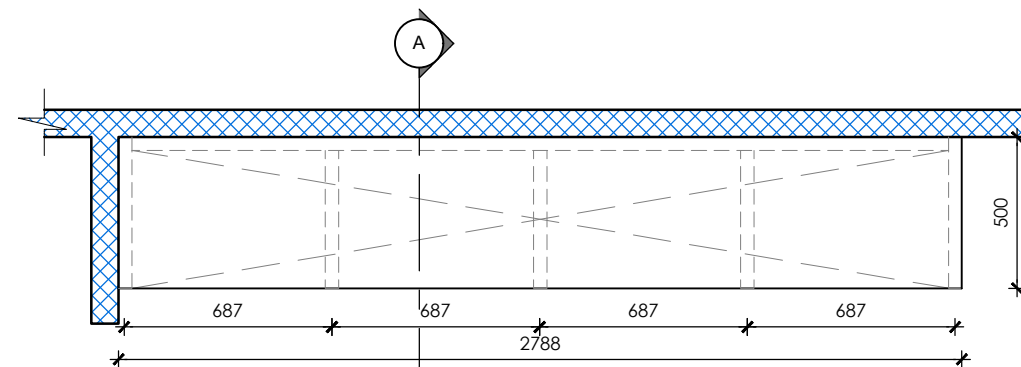
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SCALE 1:20

u/s RC slab 2.504

u/s RC slab 2.504



**ELEVATION**  
SCALE 1:20



**PLAN (15 office 6)**  
SCALE 1:25

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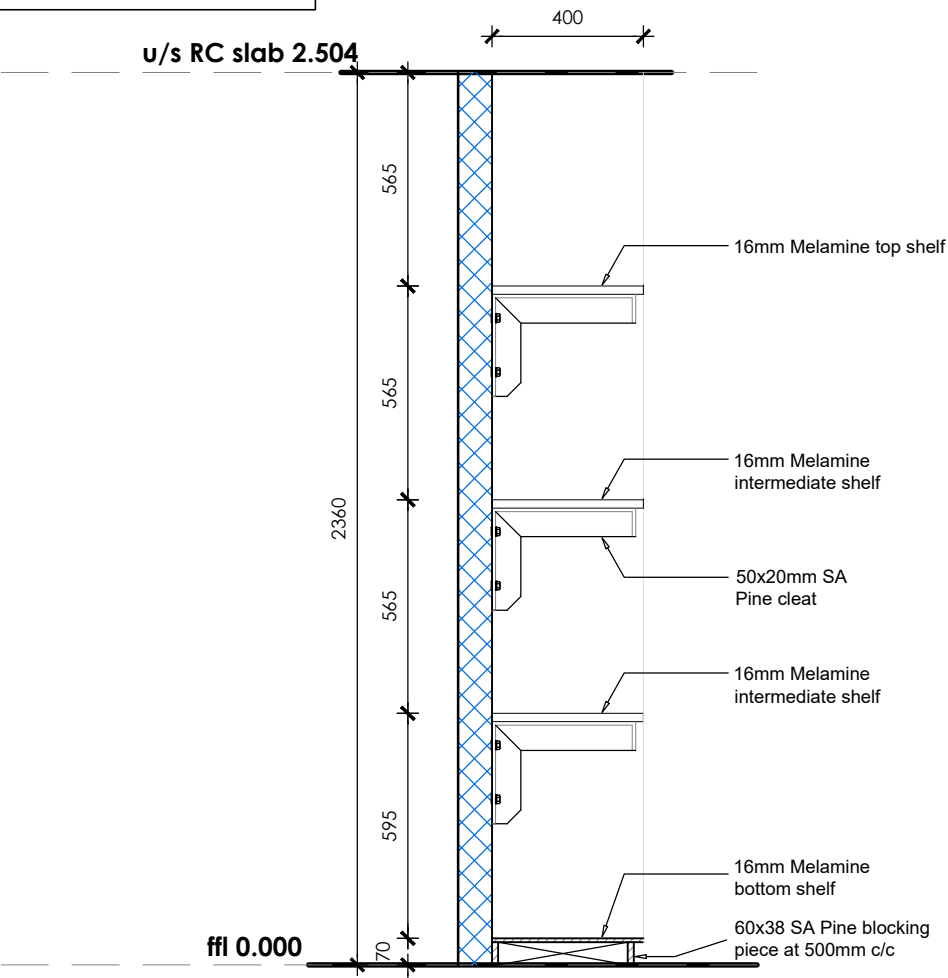
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<b>PHILA JOLOBE</b>	

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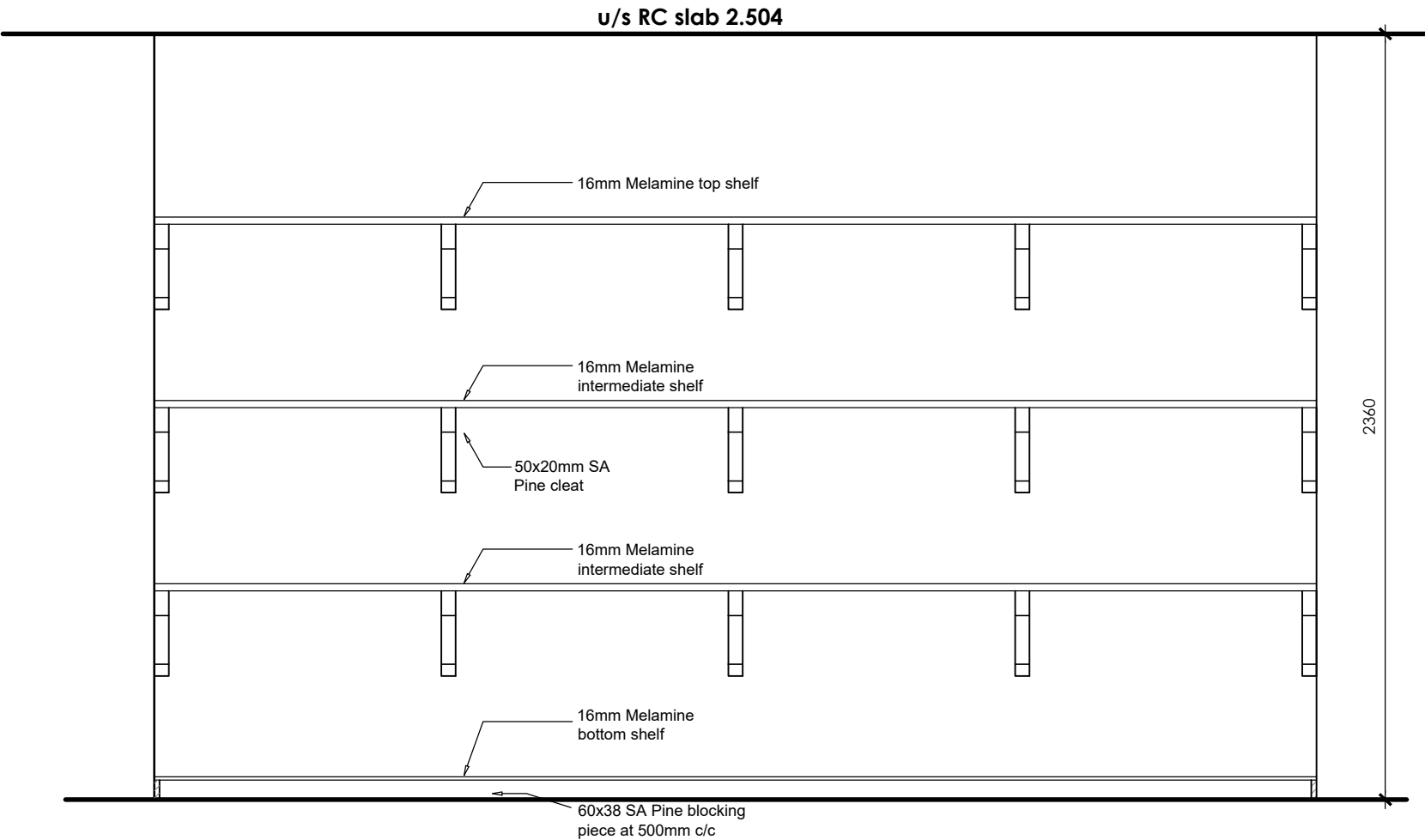
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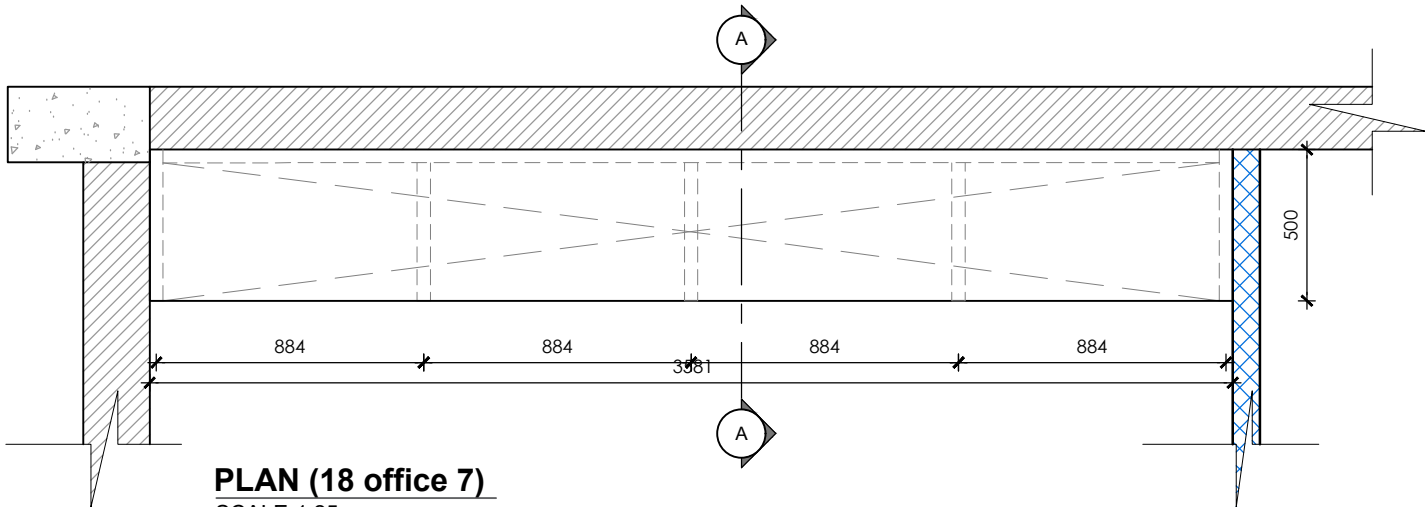
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**SECTION A-A**  
SCALE 1:20



**ELEVATION**  
SCALE 1:20



**PLAN (18 office 7)**  
SCALE 1:25

**PLAN**  
SCALE 1:10

XXX

J10

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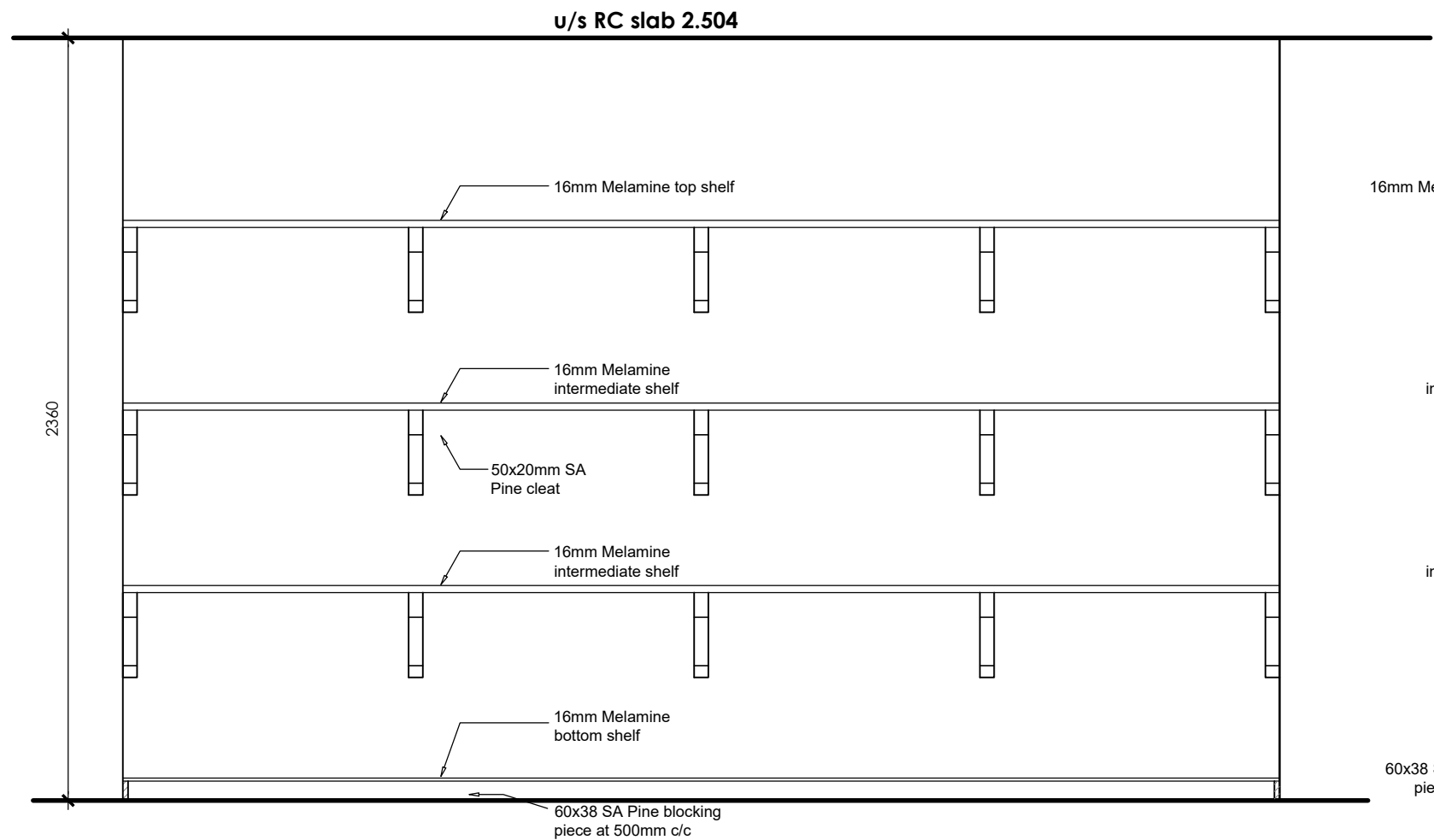
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12 February 2021

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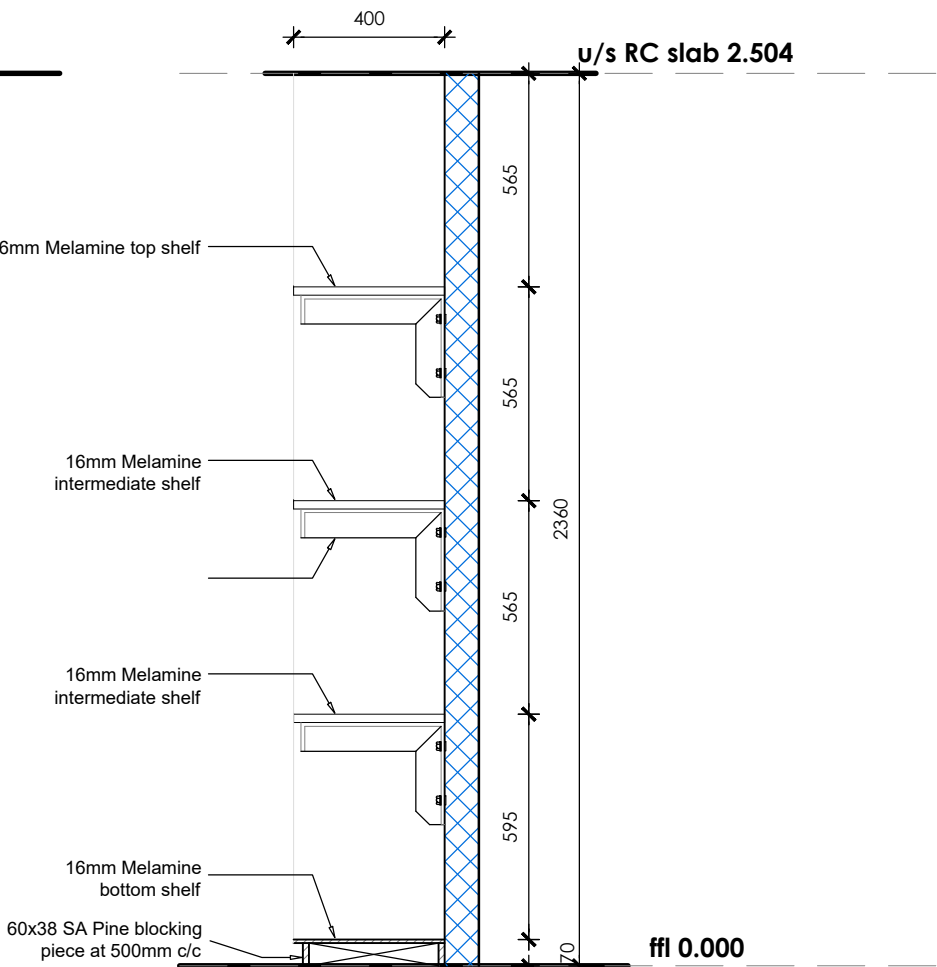
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DESIGNED <b>PHILA JOLOBE</b>	COMPETENT PERSON'S SIGNATURE
DRAWN <b>TT MDALANA</b>	
SCALE AS INDICATED	LAYOUT SIZE A3



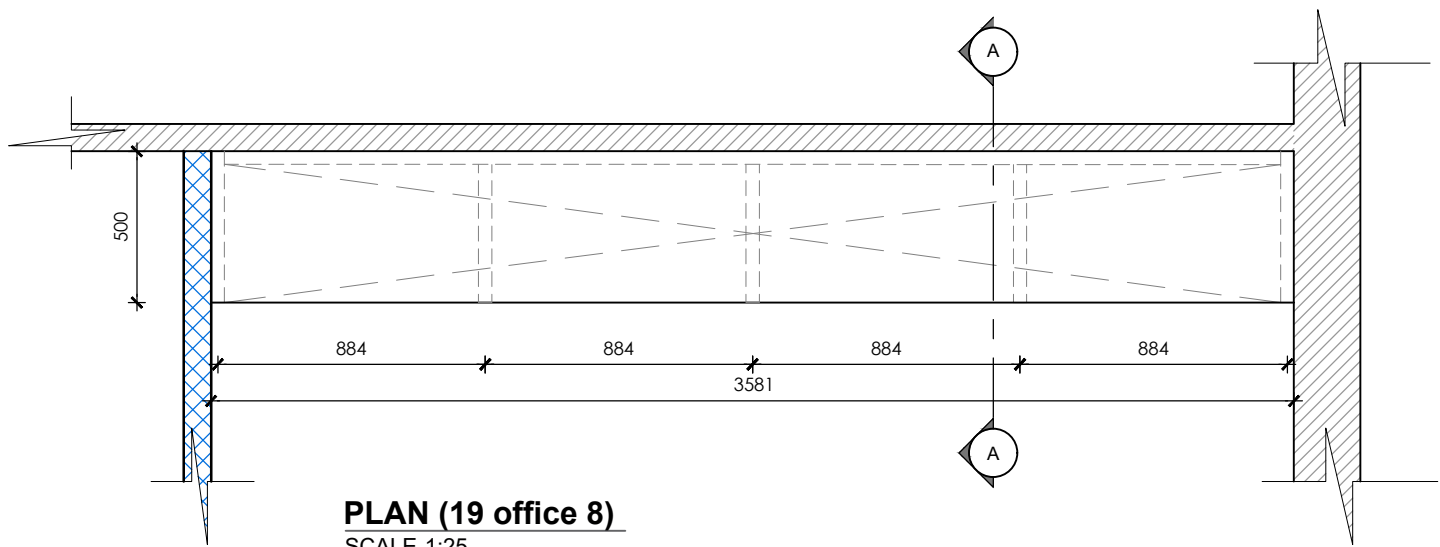
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**ELEVATION**  
SCALE 1:20



**SECTION A-A**  
SCALE 1:20



**PLAN (19 office 8)**  
SCALE 1:25

XXX

J11

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**PHILA JOLOBE**

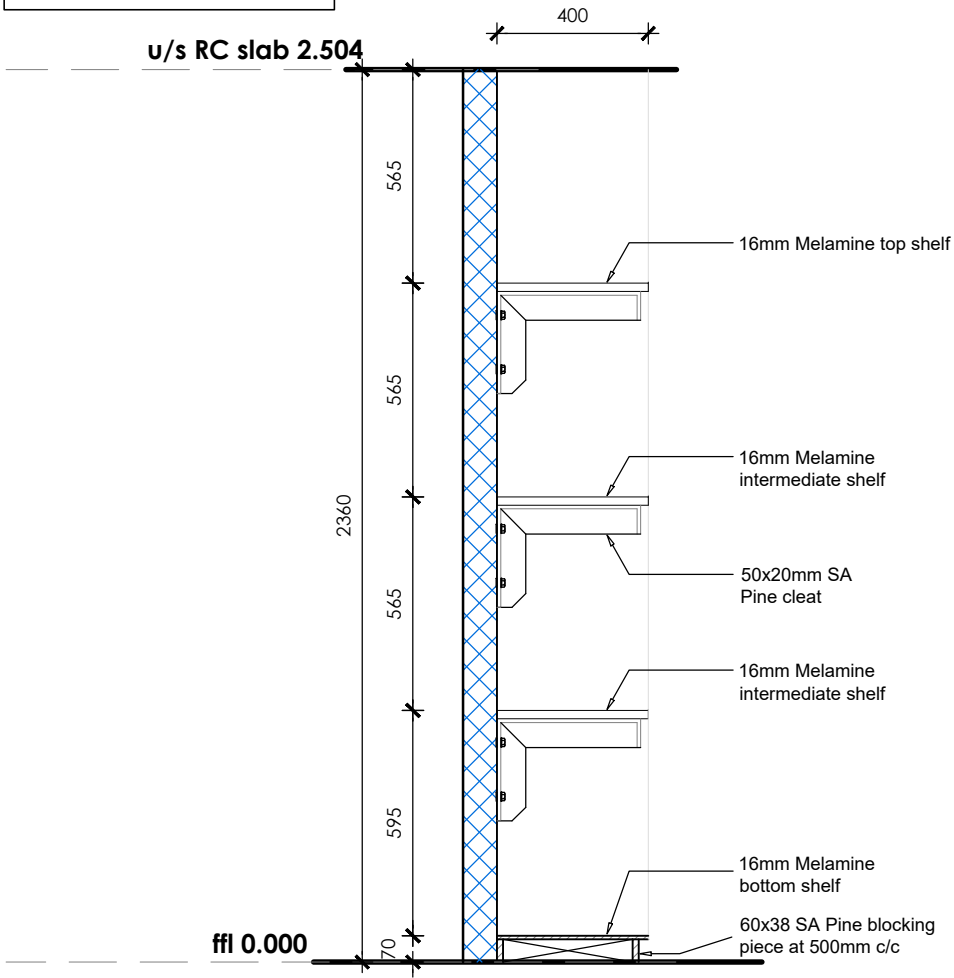
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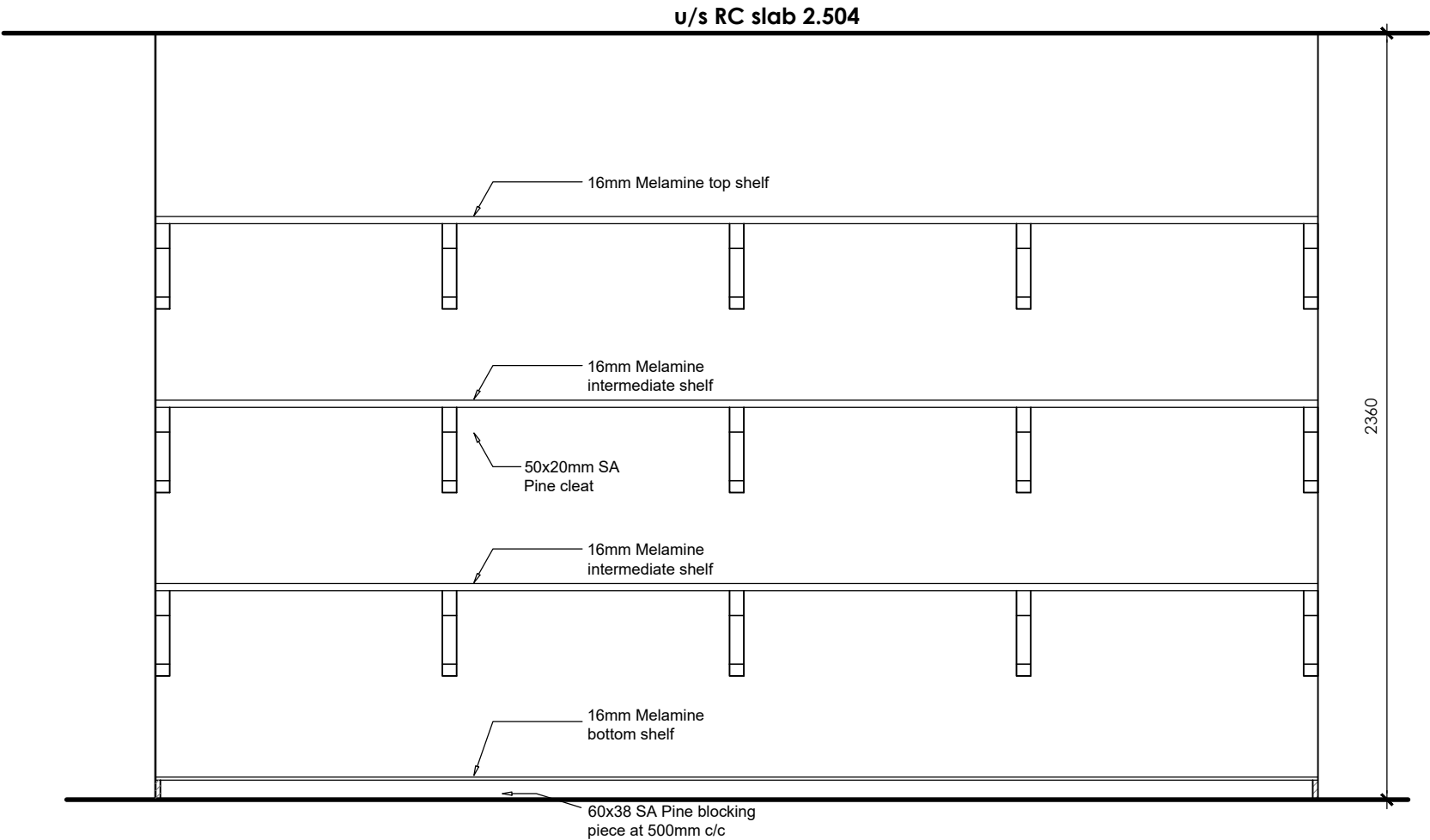
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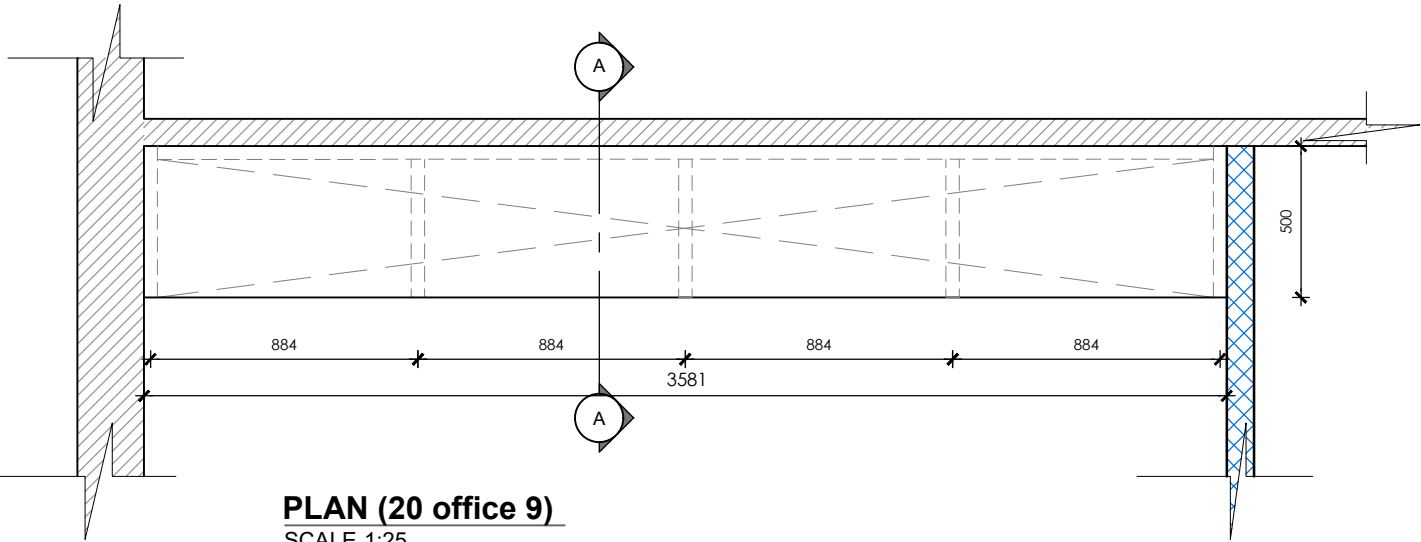
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**SECTION A-A**  
SCALE 1:20



**ELEVATION**  
SCALE 1:20



**PLAN (20 office 9)**  
SCALE 1:25

**PLAN**  
SCALE 1:10

XXX

J12

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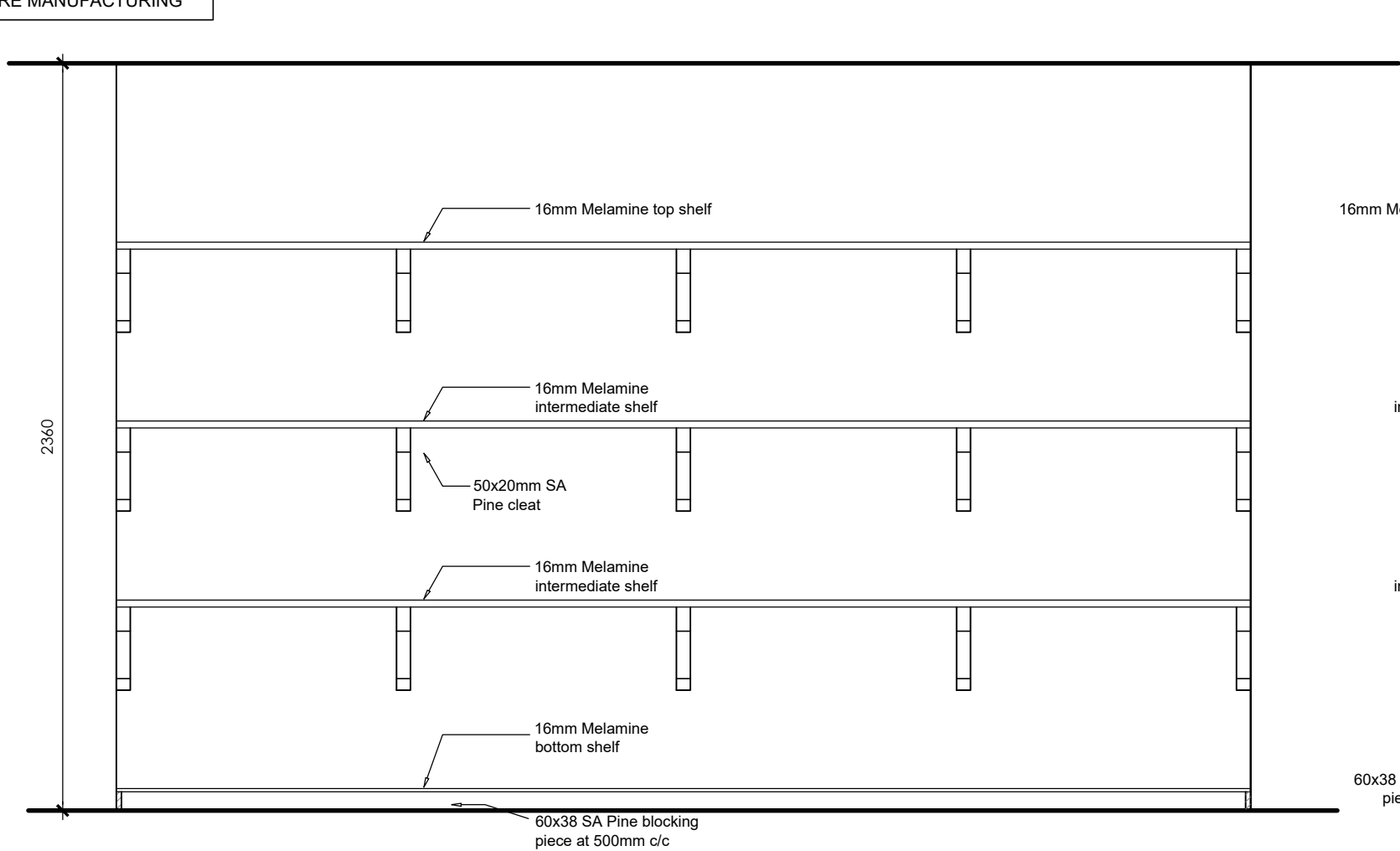
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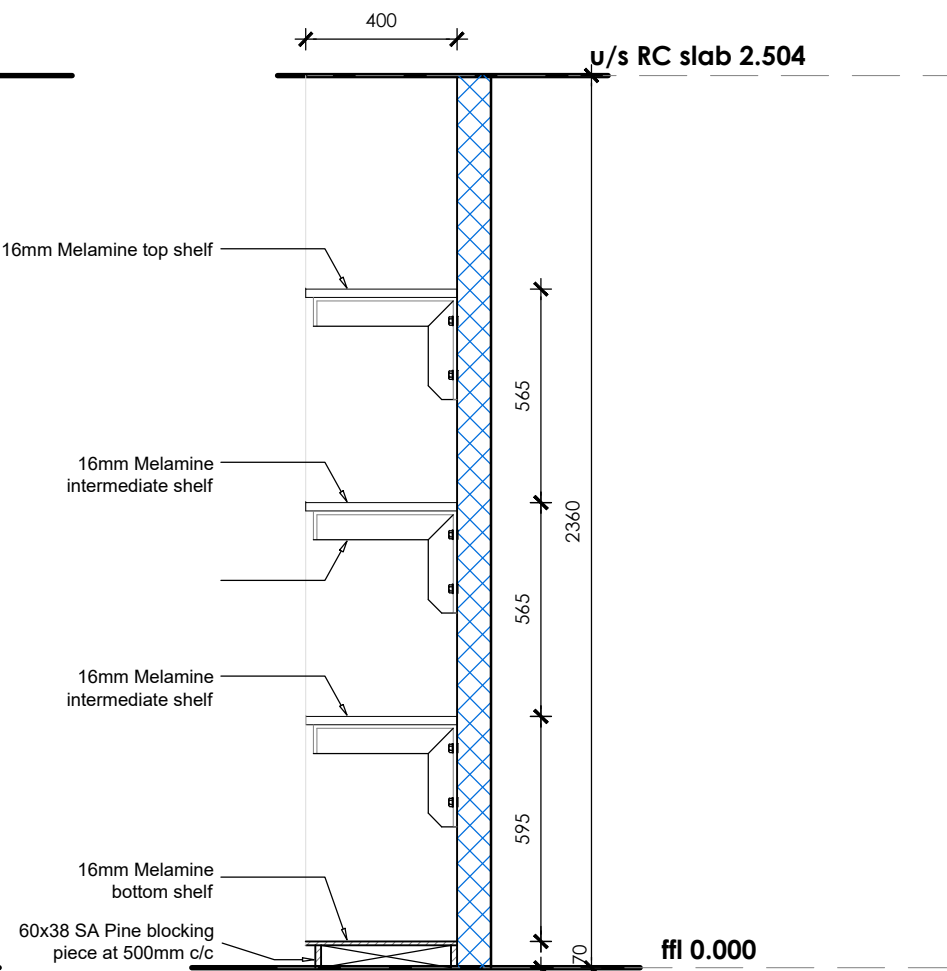
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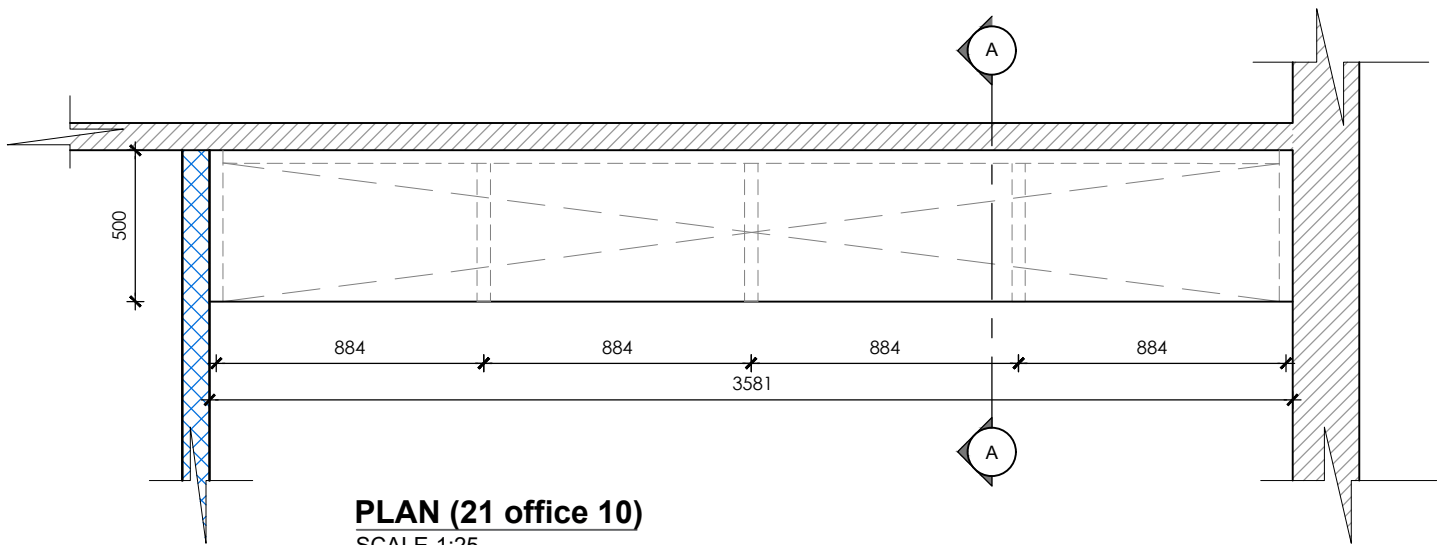
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**ELEVATION**  
SCALE 1:20



**SECTION A-A**  
SCALE 1:20



**PLAN (21 office 10)**  
SCALE 1:25

XXX

J13

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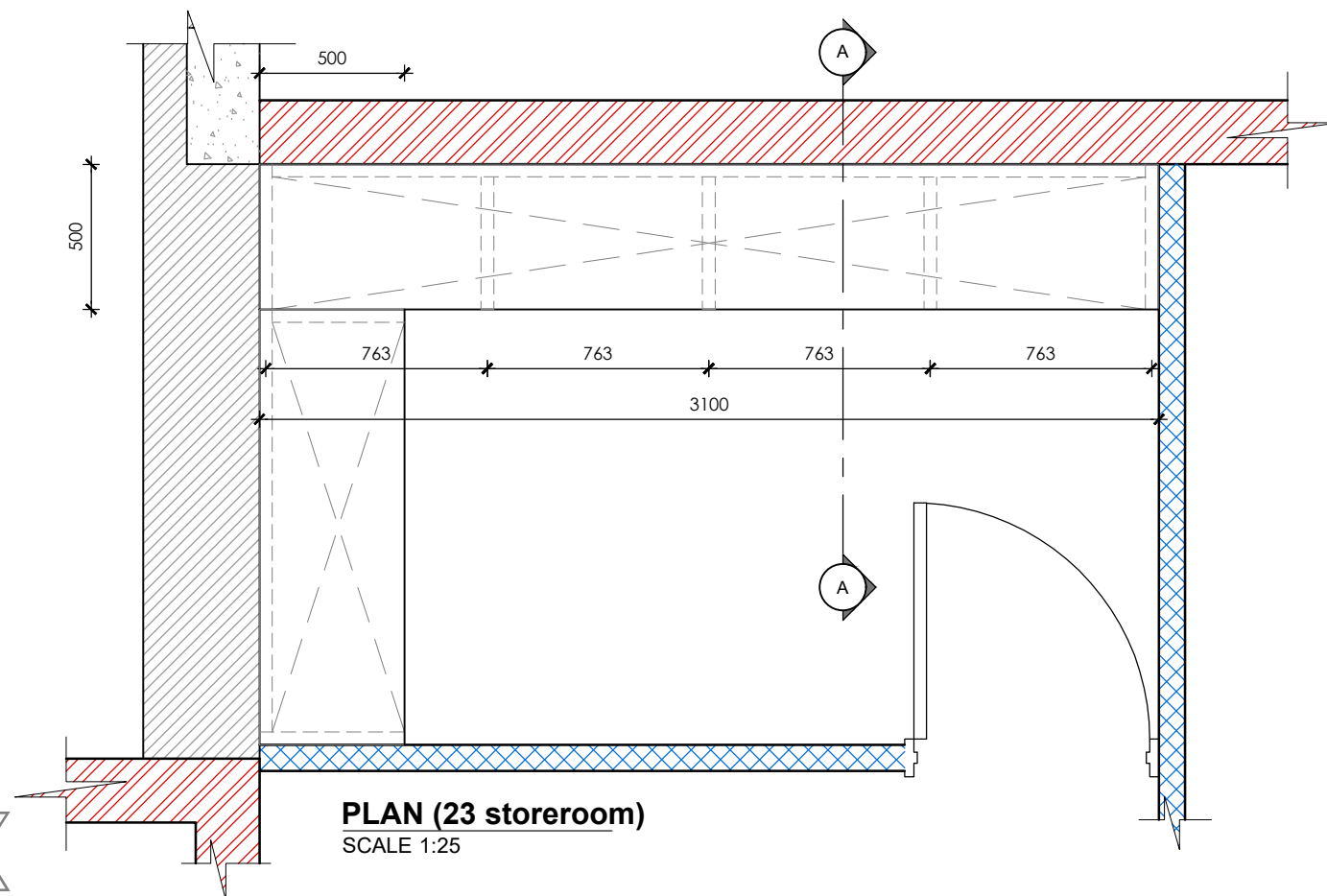
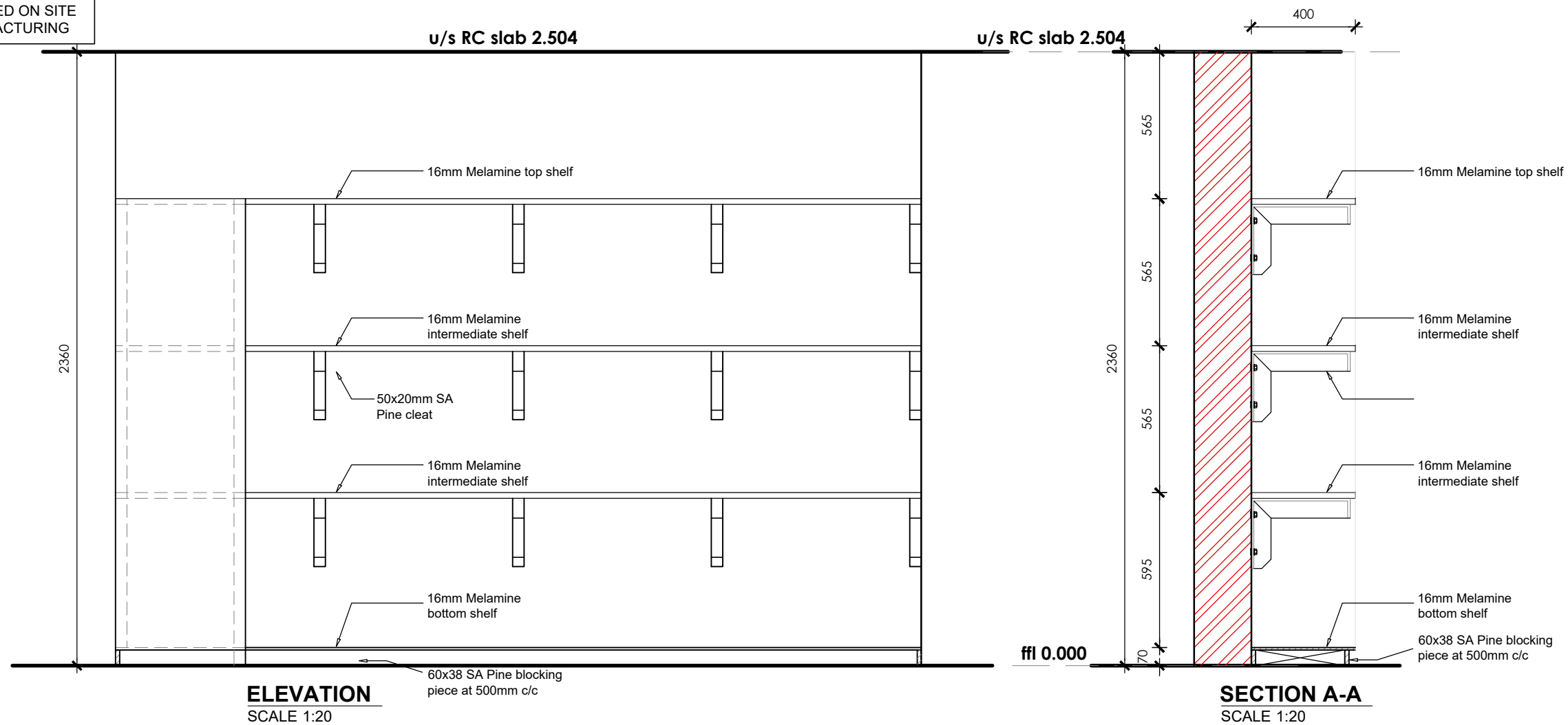
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DRAWN	
TT MDALANA	

SCALE	LAYOUT SIZE
AS INDICATED	A3

J14

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u/s RC slab 2.504

u/s RC slab 2.504

ffl 0.000

**SECTION A-A**  
SCALE 1:20

**ELEVATION**  
SCALE 1:20

**PLAN (23 storeroom)**  
SCALE 1:25

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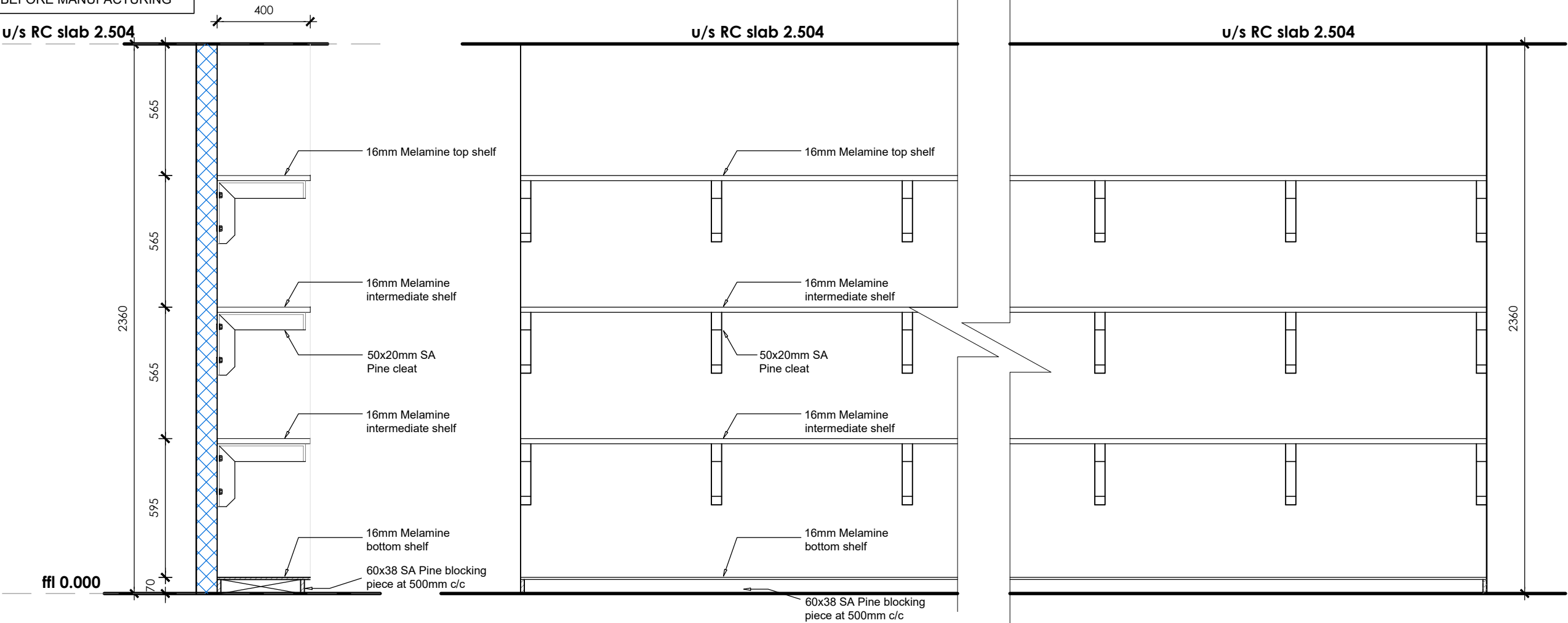
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DRAWN <b>TT MDALANA</b>	
SCALE AS INDICATED	LAYOUT SIZE A3

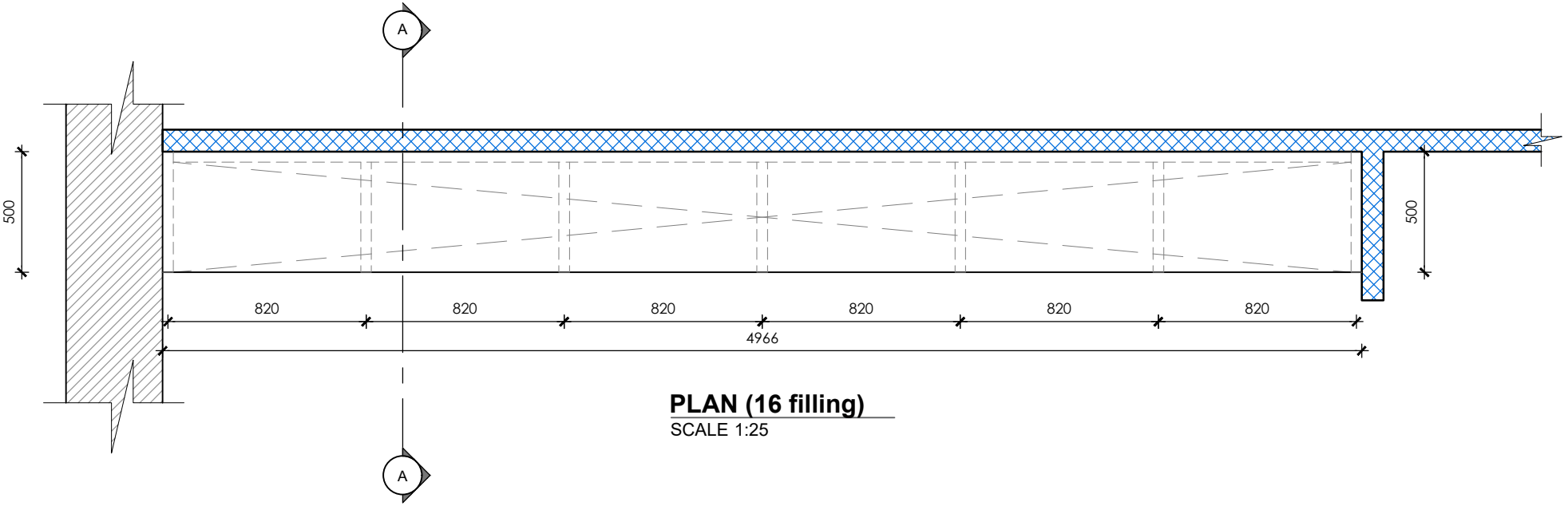
J14A

NOTE: ALL DIMENSIONS ARE  
TO BE CONFIRMED ON SITE  
BEFORE MANUFACTURING



**SECTION A-A**  
SCALE 1:20

**ELEVATION**  
SCALE 1:20



**PLAN (16 filling)**  
SCALE 1:25

NO.	DATE	REVISION DESCRIPTION	BY
1			

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**IMBONO**  
ARCHITECTS

EAST LONDON MTHATHA PORT ELIZABETH QUEENSTOWN

**MTHATHA**

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CONTACT: Tel: +27 (0) 47 531 1006  
Email: info-mthg@imbonofa.co.za  
Website: www.imbonofa.co.za  
SACAP 21234 • SAIA NO. 8516 • CK2010/081930/23 • PI4755

CLIENT  
OR TAMBO MUNICIPALITY

CLIENT SIGNATURE

PROJECT DESCRIPTION  
**OR TAMBO OFFICES**  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF:4754 KD MATHANZIMA STREET  
MTHATHA,  
5100.

PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
12 February 2021

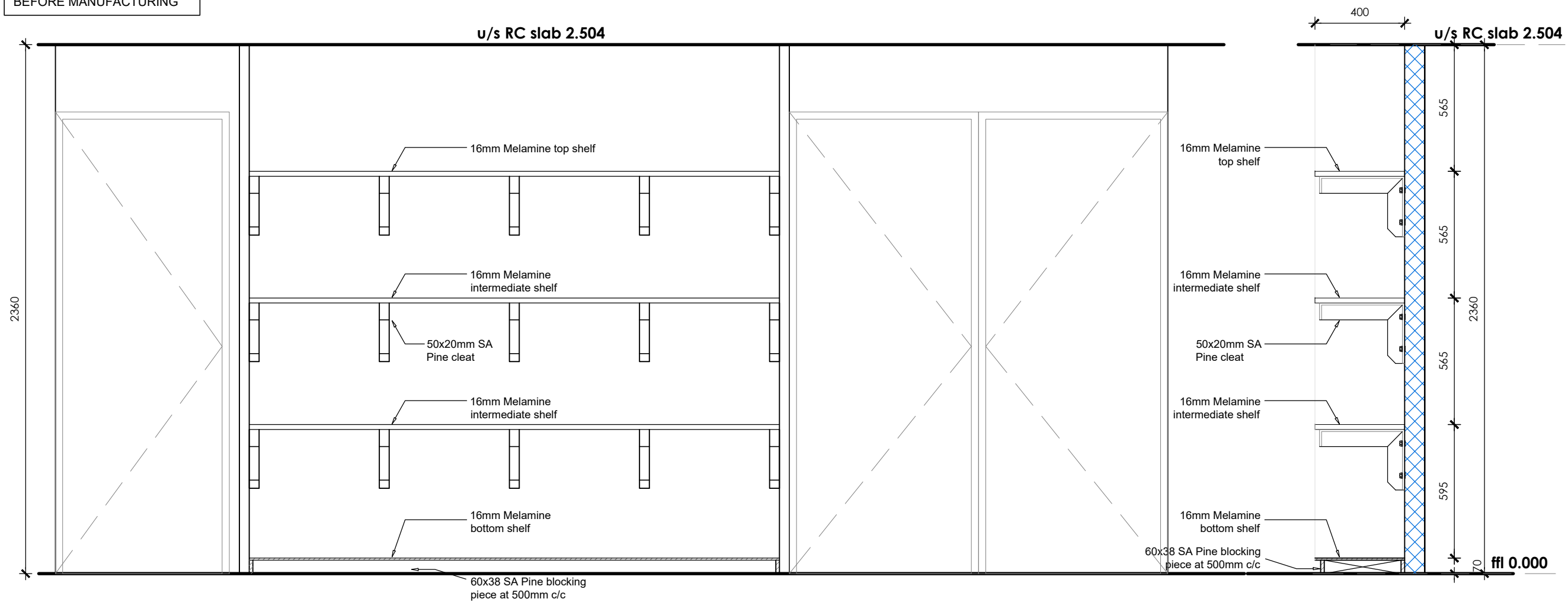
DRAWING TITLE  
**JOINERY DETAILS**

DRAWING NUMBER	REVISION NO.
EM20-021	###
DESIGNED PHILA JOLOBE	COMPETENT PERSON'S SIGNATURE
DRAWN TT MDALANA	
SCALE AS INDICATED	LAYOUT SIZE A3

XXX

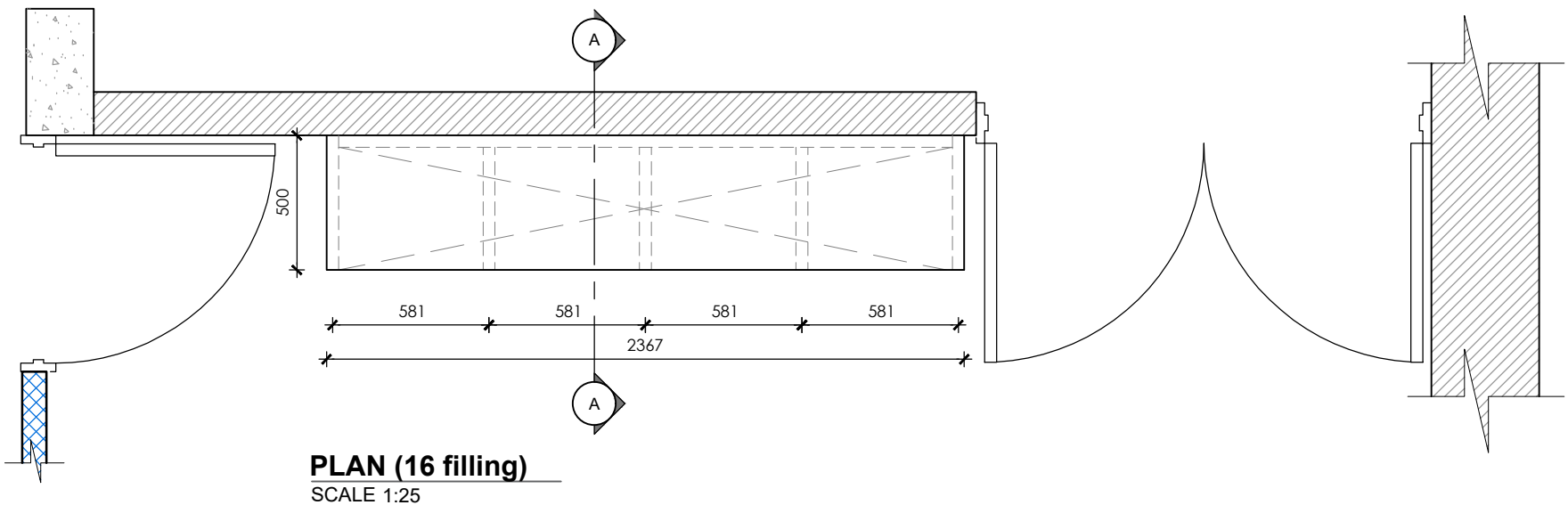
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NOTE: ALL DIMENSIONS ARE  
TO BE CONFIRMED ON SITE  
BEFORE MANUFACTURING



**ELEVATION**  
SCALE 1:20

**SECTION A-A**  
SCALE 1:20



**PLAN (16 filling)**  
SCALE 1:25

XXX

J16

NO.	DATE	REVISION DESCRIPTION	BY

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**IMBONO**  
ARCHITECTS

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Email: info-mthg@imbono.co.za  
Website: www.imbono.co.za

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OR TAMBO MUNICIPALITY

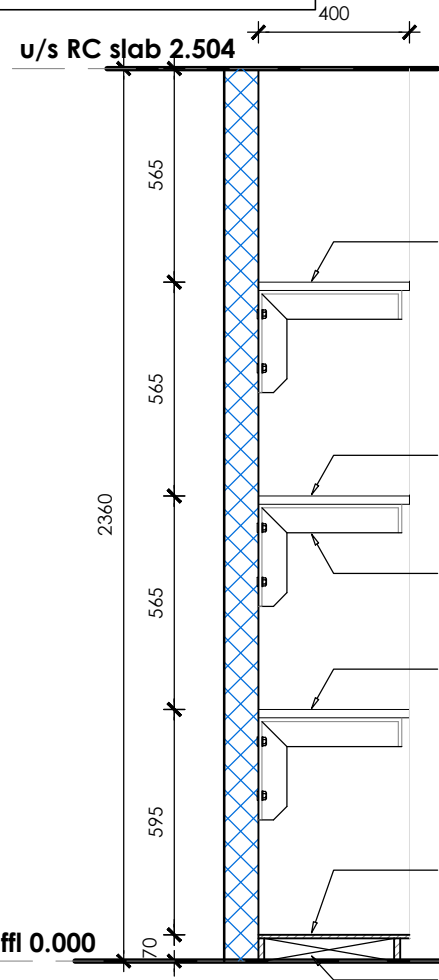
CLIENT SIGNATURE

PROJECT DESCRIPTION  
**OR TAMBO OFFICES**  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF 4754 KD MATHANZIMA STREET  
MTHATHA,  
5100.

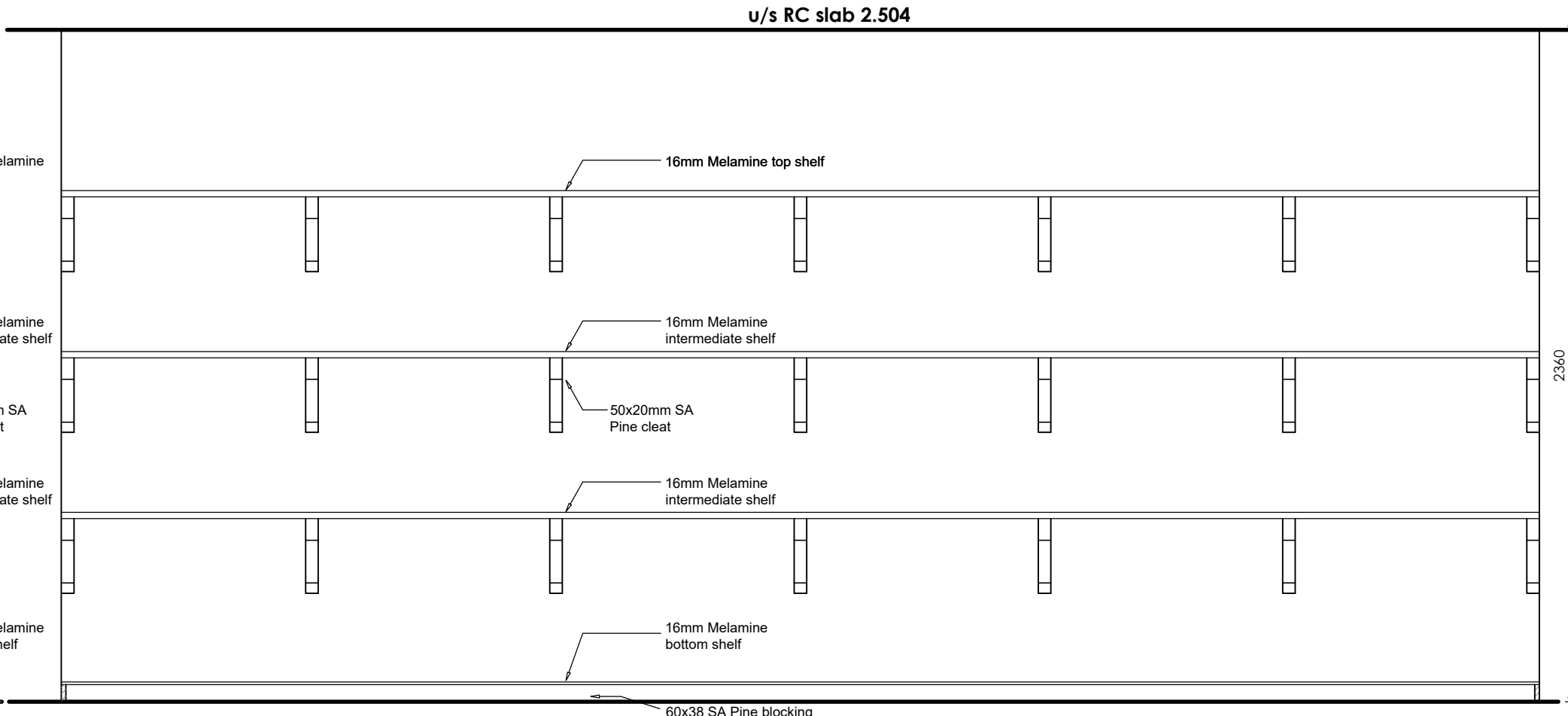
PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
12 February 2021

DRAWING NUMBER	REVISION NO.
<b>EM20-021</b>	<b>###</b>
DESIGNED PHILA JOLOBE	COMPETENT PERSON'S SIGNATURE
DRAWN TT MDALANA	
SCALE AS INDICATED	LAYOUT SIZE A3

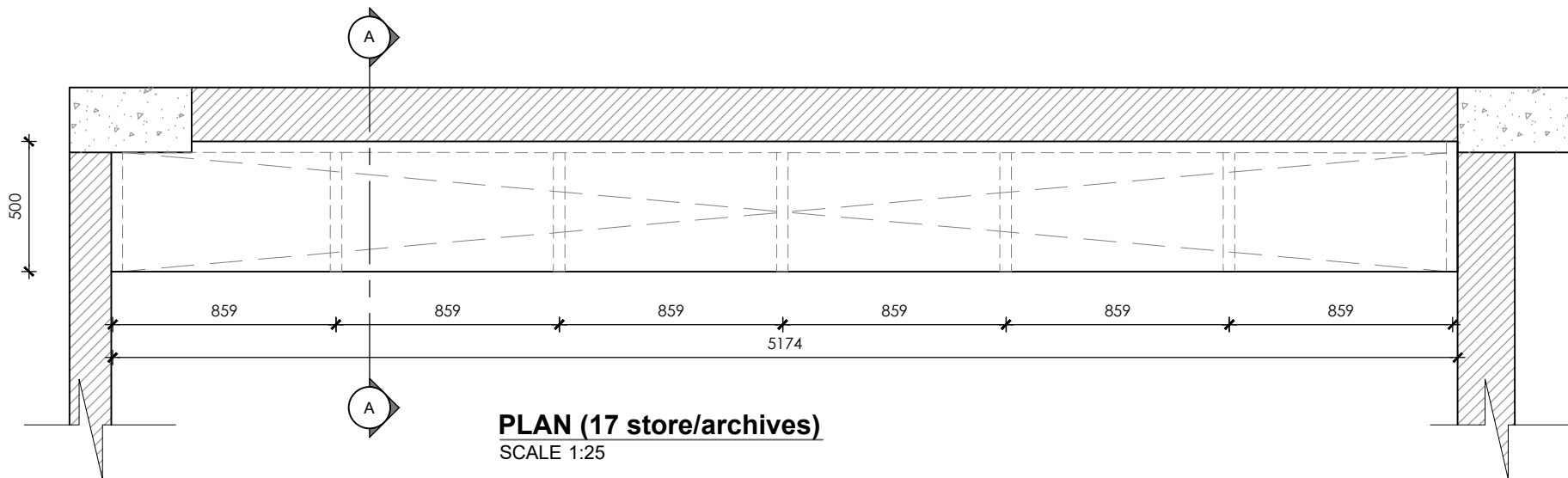
NOTE: ALL DIMENSIONS ARE  
TO BE CONFIRMED ON SITE  
BEFORE MANUFACTURING



**ELEVATION**  
SCALE 1:20



**SECTION A-A**  
SCALE 1:20



NO.	DATE	REVISION DESCRIPTION	BY
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ARCHITECTS

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OR TAMBO MUNICIPALITY

CLIENT SIGNATURE

PROJECT DESCRIPTION  
**OR TAMBO OFFICES**  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF 4754 KD MATHANZIMA STREET  
MTHATHA,  
5100.

PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
12 February 2021

DRAWING TITLE  
**JOINERY DETAILS**

DRAWING NUMBER	REVISION NO.
<b>EM20-021</b>	<b>####</b>

DESIGNED  
**PHILA JOLOBE**

DRAWN  
**TT MDALANA**

SCALE  
AS INDICATED

COMPETENT PERSON'S SIGNATURE

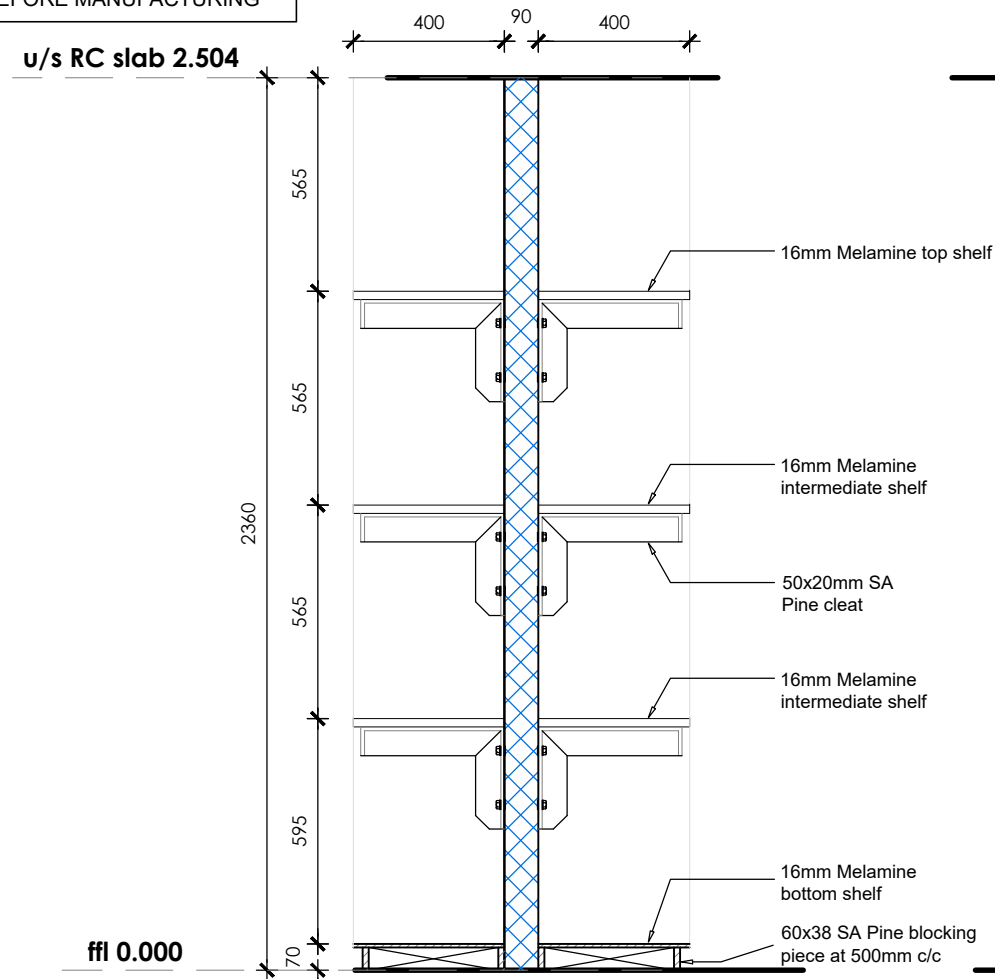
LAYOUT SIZE  
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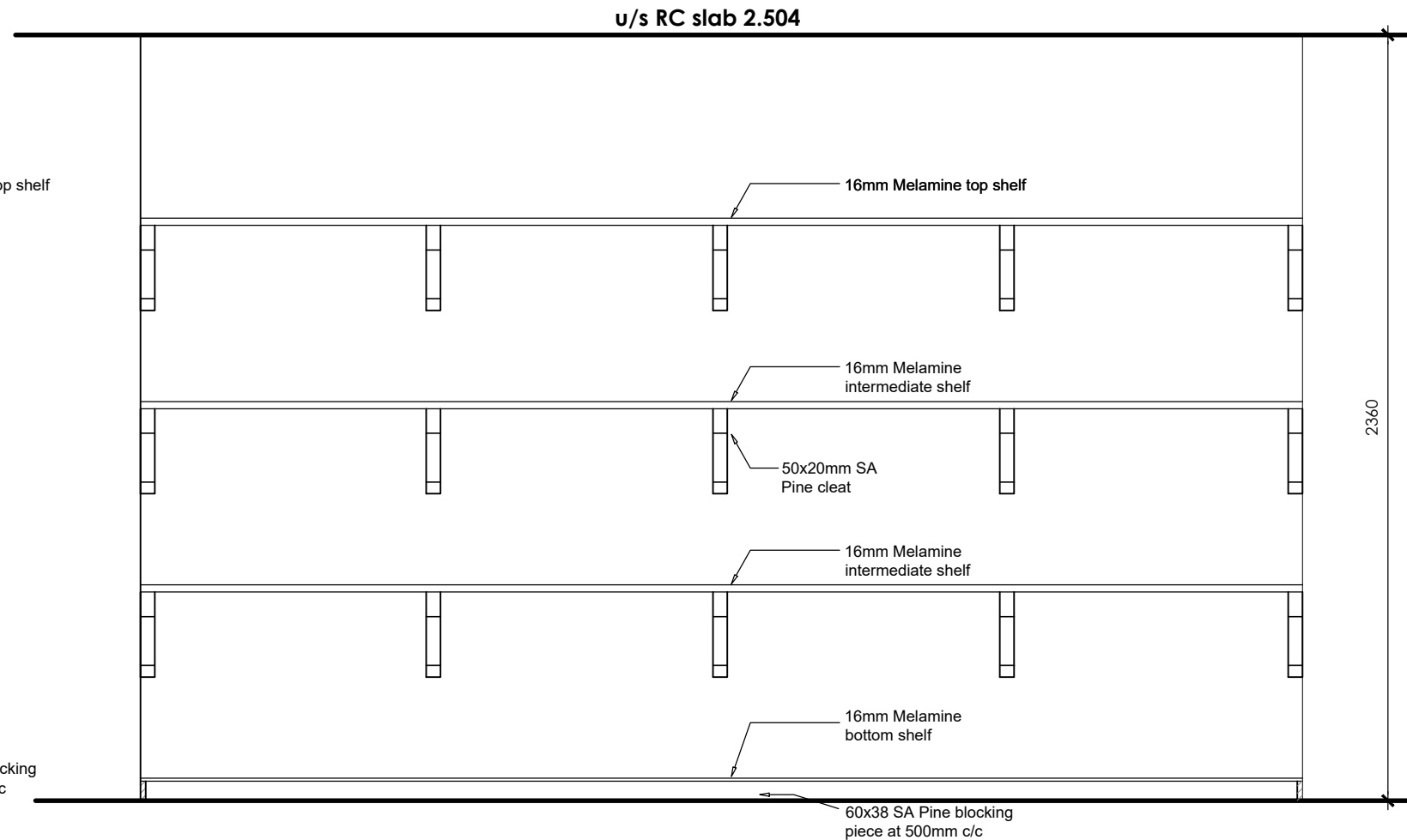
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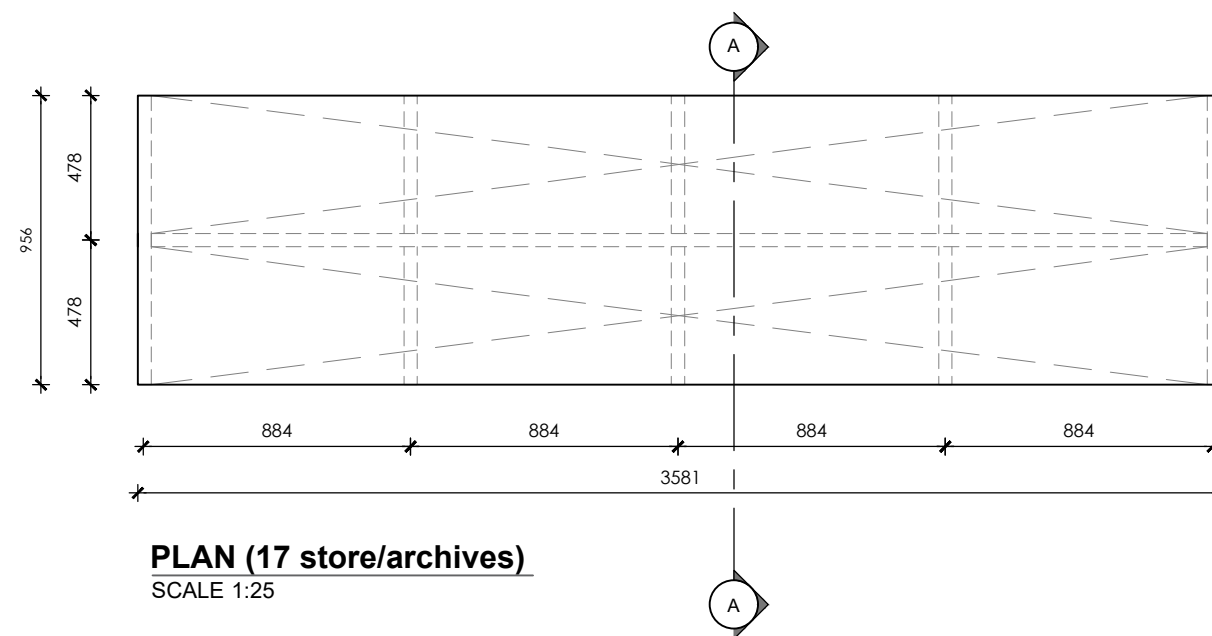
NOTE: ALL DIMENSIONS ARE  
TO BE CONFIRMED ON SITE  
BEFORE MANUFACTURING



**SECTION A-A**  
SCALE 1:20



**ELEVATION**  
SCALE 1:20



NO.	DATE	REVISION DESCRIPTION	BY
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CLIENT SIGNATURE

PROJECT DESCRIPTION  
**OR TAMBO OFFICES**  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF 4754 KD MATHANZIMA STREET  
MTHATHA,  
5100.

PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
12 February 2021

DRAWING TITLE  
**JOINERY DETAILS**

DRAWING NUMBER  
**EM20-021**

REVISION NO.  
**###**

**0**

DESIGNED  
**PHILA JOLOBE**  
DRAWN  
**TT MDALANA**

COMPETENT PERSON'S SIGNATURE

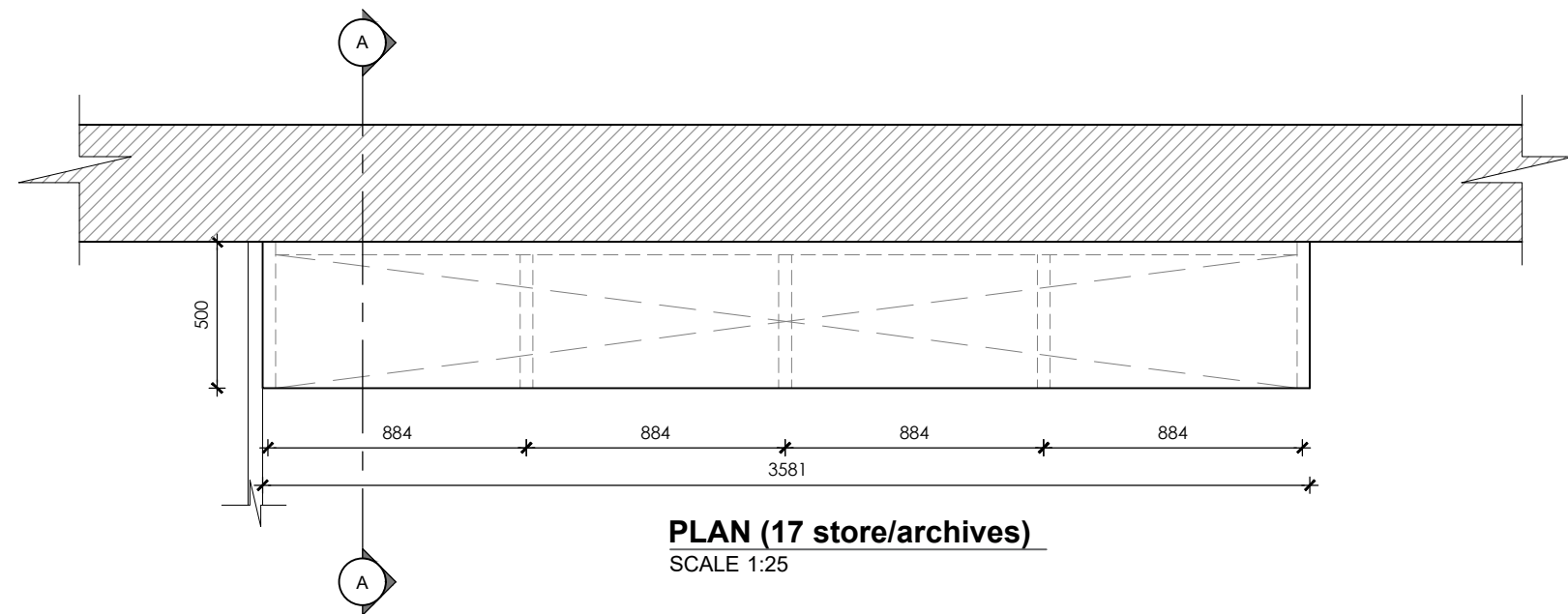
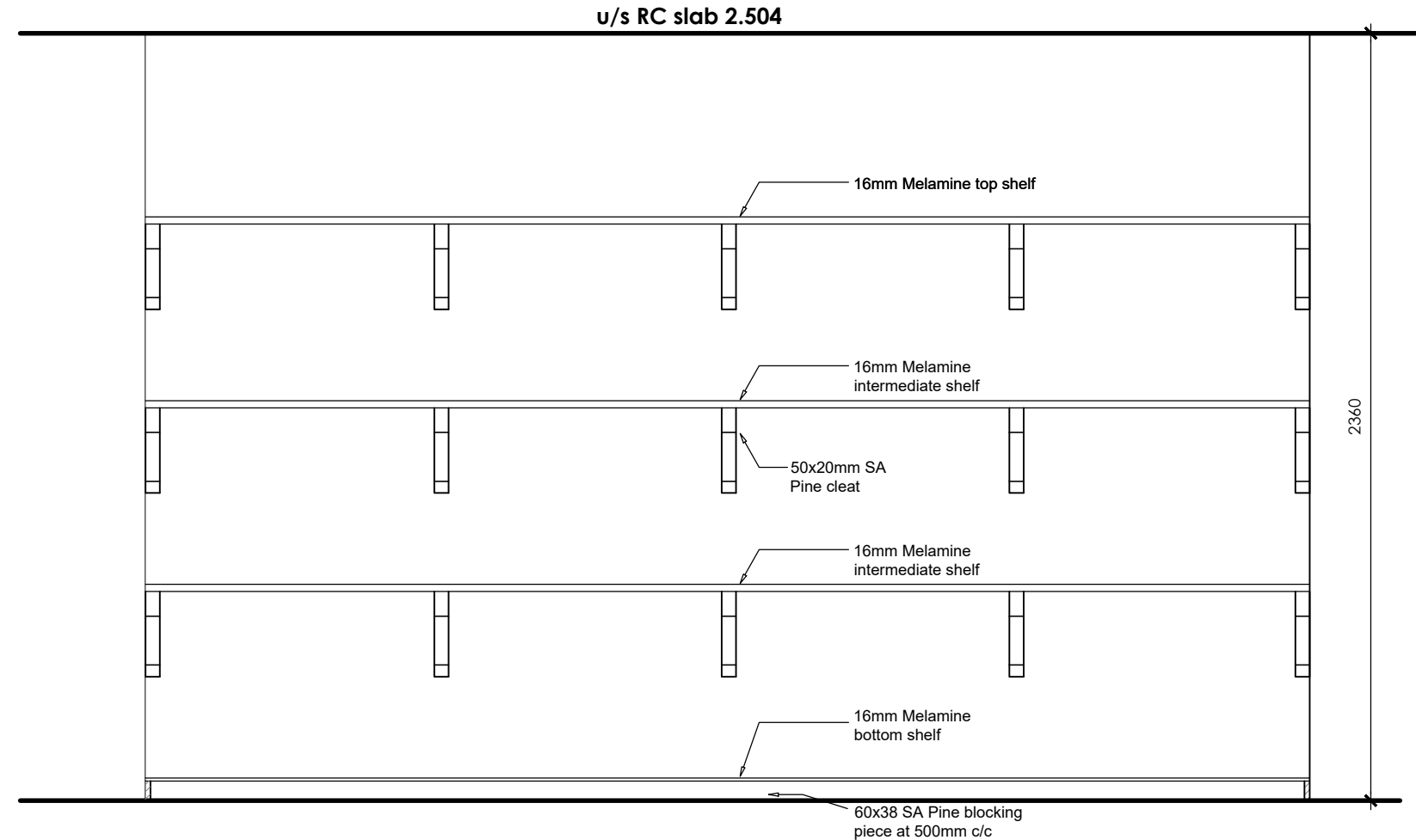
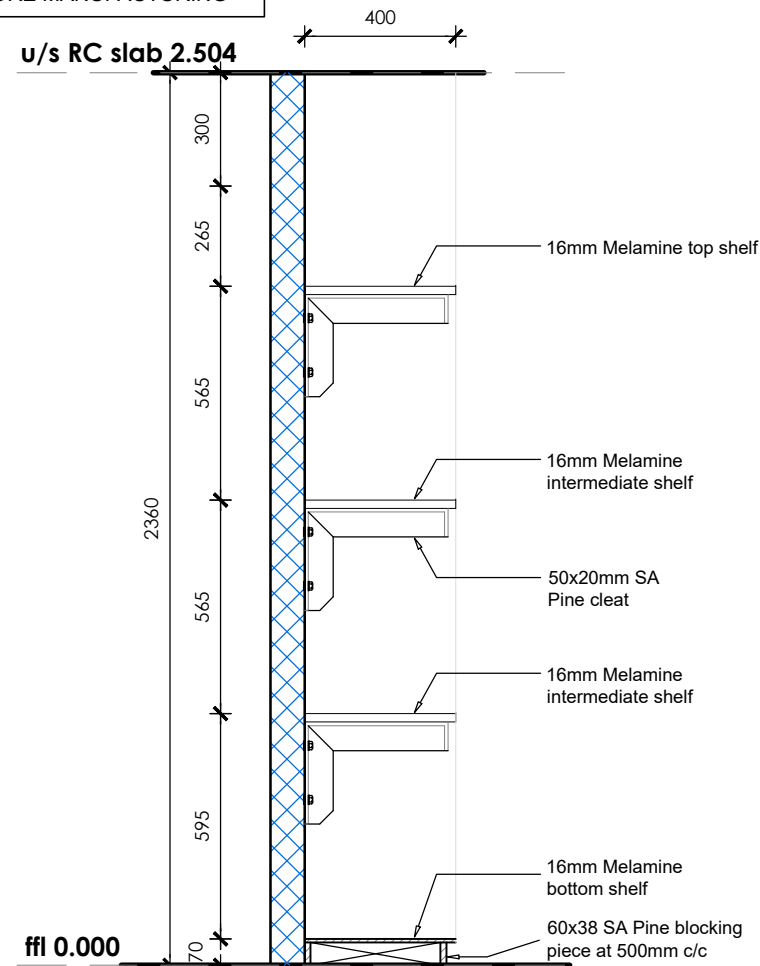
SCALE  
AS INDICATED

LAYOUT SIZE  
A3

XXX

J18

NOTE: ALL DIMENSIONS ARE  
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NO.	DATE	REVISION DESCRIPTION	BY
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MTHATHA

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CLIENT SIGNATURE

PROJECT DESCRIPTION  
OR TAMBO OFFICES  
PROPOSED ADDITIONS AND  
ALTERATIONS TO AN EXISTING OFFICES  
ON ERF 4754 KD MATHANZIMA STREET  
MTHATHA,  
5100.

PROJECT STATUS / ISSUED FOR  
**CONSTRUCTION DRAWINGS**  
12 February 2021

DRAWING TITLE  
**JOINERY DETAILS**

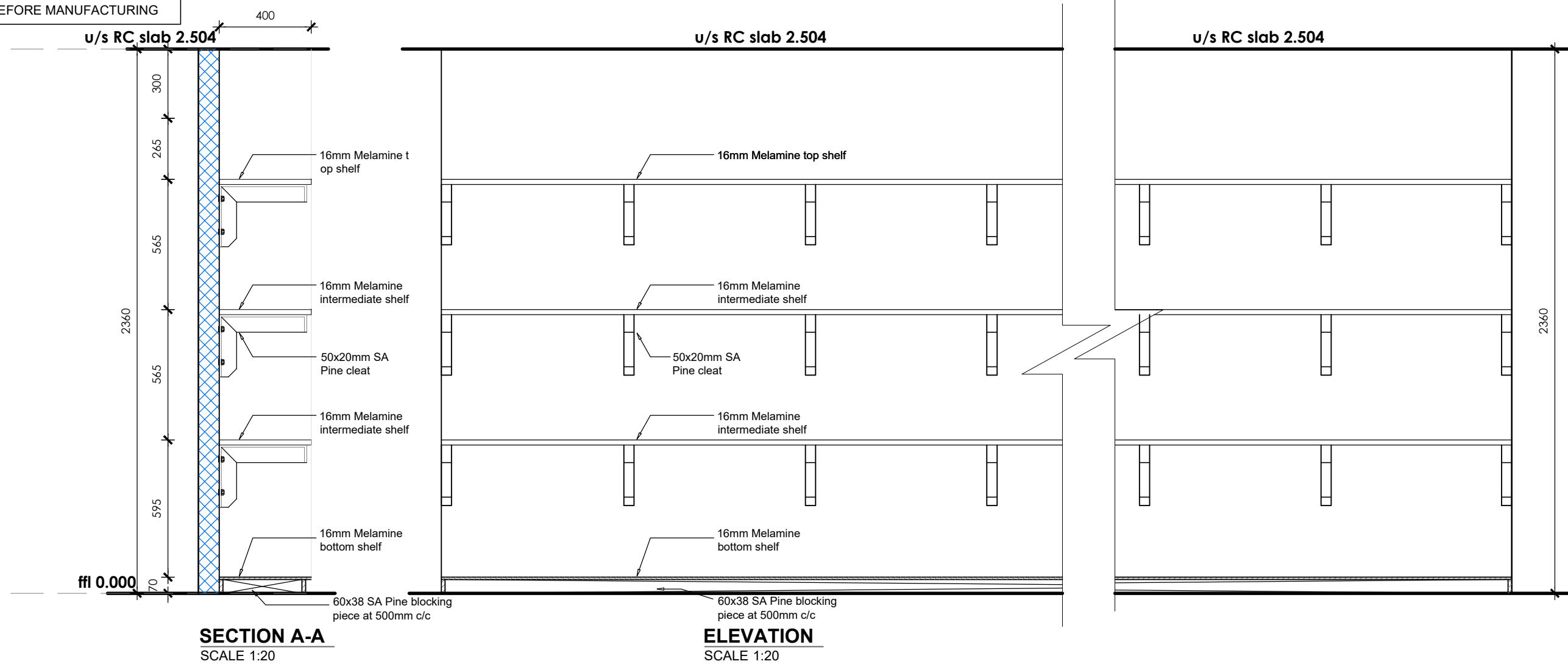
DRAWING NUMBER	REVISION NO.
<b>EM20-021</b>	<b>###</b>
	<b>0</b>

DESIGNED PHILA JOLOBE	COMPETENT PERSON'S SIGNATURE
DRAWN TT MDALANA	
SCALE AS INDICATED	LAYOUT SIZE A3

XXX

J19

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**MTHATHA**

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CONTACT: Tel: +27 (0) 47 531 1006  
Email: info-mthg@imbono.co.za  
Website: www.imbono.co.za

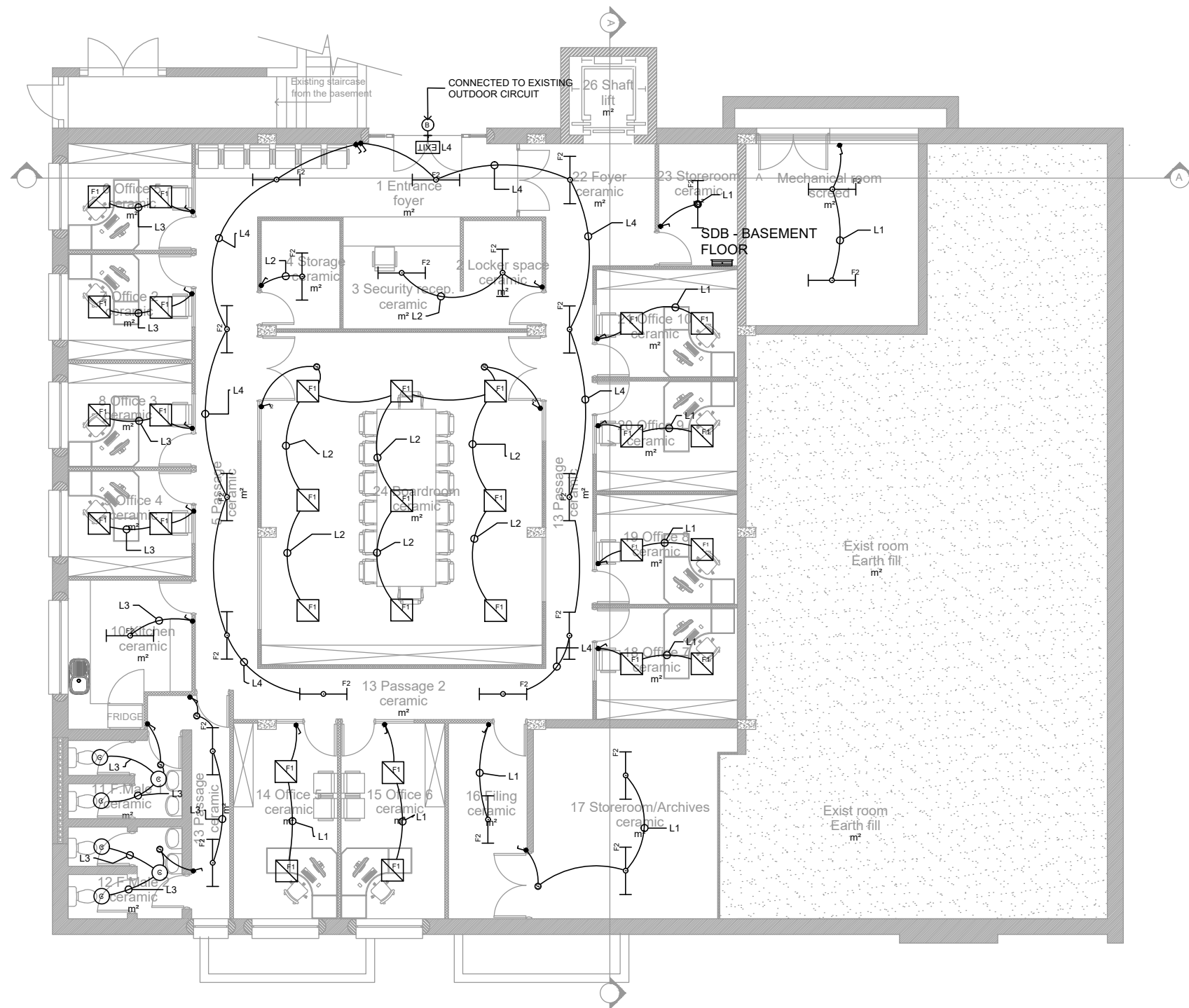
CLIENT OR TAMBO MUNICIPALITY
CLIENT SIGNATURE

PROJECT DESCRIPTION <b>OR TAMBO OFFICES</b> PROPOSED ADDITIONS AND ALTERATIONS TO AN EXISTING OFFICES ON ERF:4754 KD MATHANZIMA STREET MTHATHA, 5100.
PROJECT STATUS / ISSUED FOR <b>CONSTRUCTION DRAWINGS</b> 12 February 2021

DRAWING TITLE		
JOINERY DETAILS		
DRAWING NUMBER		REVISION NO.
EM20-021	####	0
DESIGNED	COMPETENT PERSON'S SIGNATURE	
PHILA JOLOBE		
DRAWN		
TT MDALANA		
SCALE	LAYOUT SIZE	
AS INDICATED	A3	

XXX

J20



## LEGEND

	TYPE F2: 39W, 1500MM LED OPEN CHANNEL
	TYPE F1: 40W, 600x600 LED CEILING MOUNTED FITTING
	TYPE C: 16W, DOWN LIGHT LED CEILING MOUNTED
	MOTION SENSOR, 230V
	TYPE B: 15W, IP65, BULKHEAD LED WALL MOUNTED FITTING
	1-WAY&2-WAY SWITCH
	DISTRIBUTION BOARD
	EXIT LIGHT

Consulting Engineers

**GATYENI  
CONSULTING**

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East London  
5201

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Fax: 086 519 0782  
Email: admin@gatyeni.co.za

Client

**OR TAMBO  
MUNICIPALITY  
MTHATHA**

Project Name

**PHASE 2: PROPOSED ADDITIONS  
AND ALTERATIONS TO THE  
EXISTING PROSPERITY BUILDING**

Drawing Title

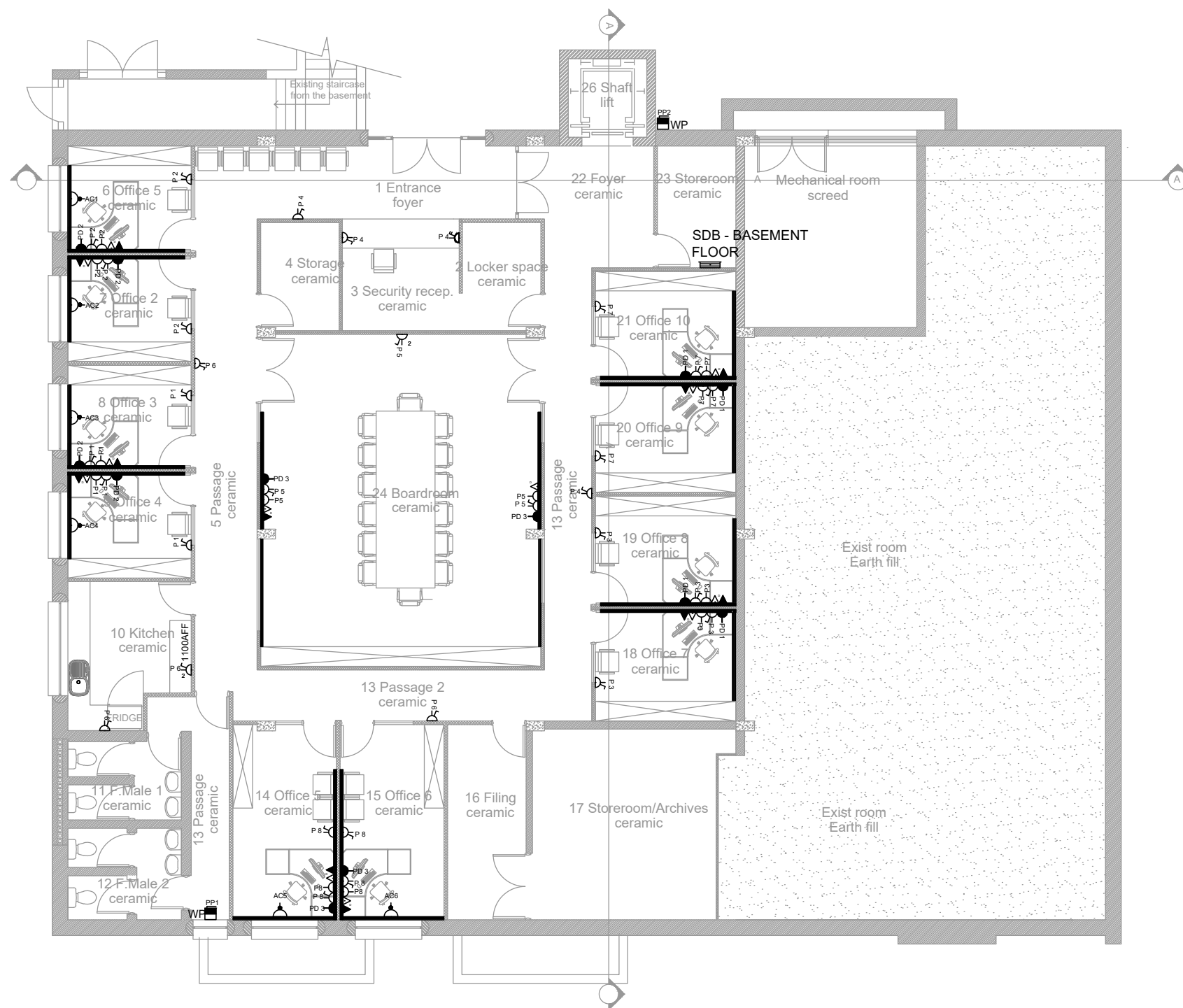
**BASEMENT FLOOR  
LIGHTING LAYOUT**

Rev	Date	Description

Discipline  
**ELECTRICAL**

Drawing Originator  
**GATYENI CONSULTING**

Checked By <b>LG</b>	Checked Date <b>FEB 2021</b>	Drawn By <b>AZ</b>	Drawn Date <b>FEB 2021</b>
Approved By	Approval Date	Scale <b>1:125</b>	
CAD Reference <b>GDRIVE\2018-116/E/05</b>			Paper Size <b>A3</b>
Project No <b>2018 -116</b>	Dicipline <b>ELECT.</b>	Type <b>WD</b>	Drawing No. <b>2018-116/E/05</b>
			Revision <b>.</b>



## LEGEND

	16A. DEDICATED SWITCHED SOCKET
	3 & 2 PIN SOCKET OUTLET SWITCHED
	3 PIN SOCKET OUTLET SWITCHED
	3 PIN DUO SOCKET OUTLET SWITCHED
	2 PIN SOCKET OUTLET SWITCHED
	20A DP CORD GRIP ISOLATOR
	TELKOM
	DATA
	DISTRIBUTION BOARD
	32A TP WEATHER PROOF SOCKET OUTLET
	POWER SKIRTING

Consulting Engineers

**GATYENI  
CONSULTING**

36 Sunningdale Place  
Sunnyridge  
East London  
5201  
Tel: 043 736 6260  
Fax: 086 519 0782  
Email: admin@gatyeni.co.za

Client

**OR TAMBO  
MUNICIPALITY  
MTHATHA**

Project Name

**PHASE 2: PROPOSED ADDITIONS  
AND ALTERATIONS TO THE  
EXISTING PROSPERITY BUILDING**

Drawing Title

**BASEMENT FLOOR  
POWER LAYOUT**

Rev

Date

Description

Discipline

**ELECTRICAL**

Drawing Originator

**GATYENI CONSULTING**

Checked By

**LG**

Checked Date

**FEB 2021**

Drawn By

**AZ**

Drawn Date

**FEB 2021**

Approved By

Approval Date

Scale

**1:125**

CAD Reference

**GDRIVE\2018-116/E/01**

Paper Size

**A3**

Project No

**2018 -116**

Dicipline

**ELECT.**

Type

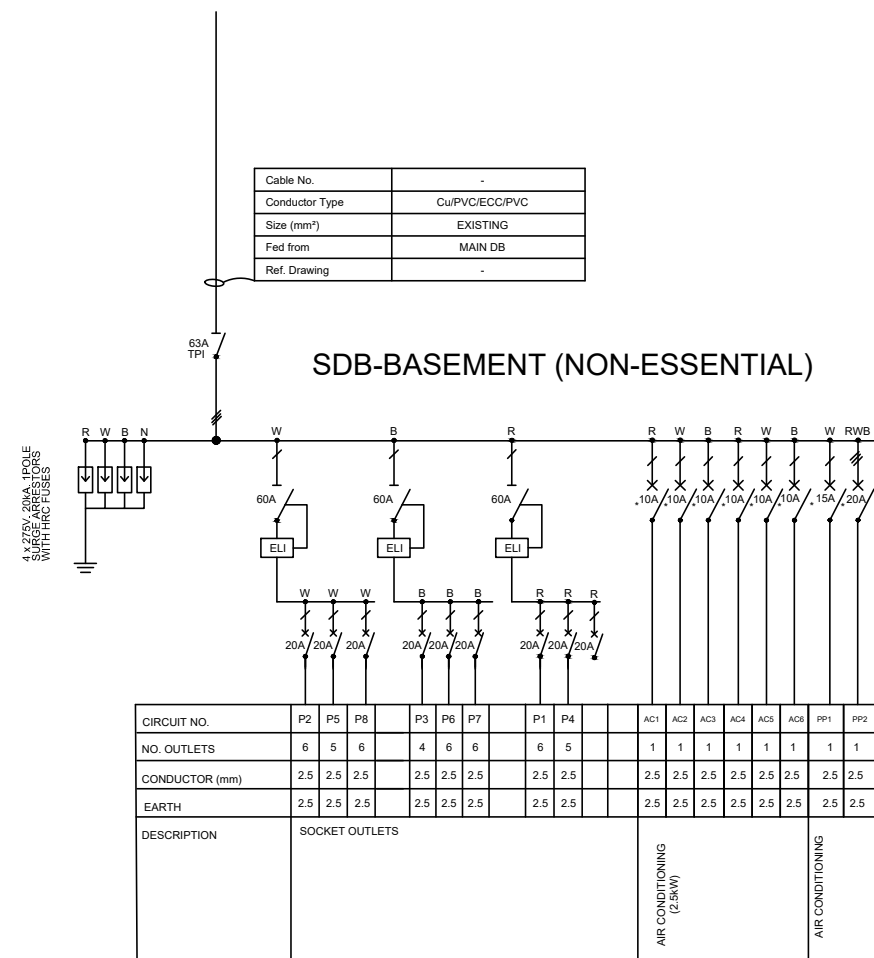
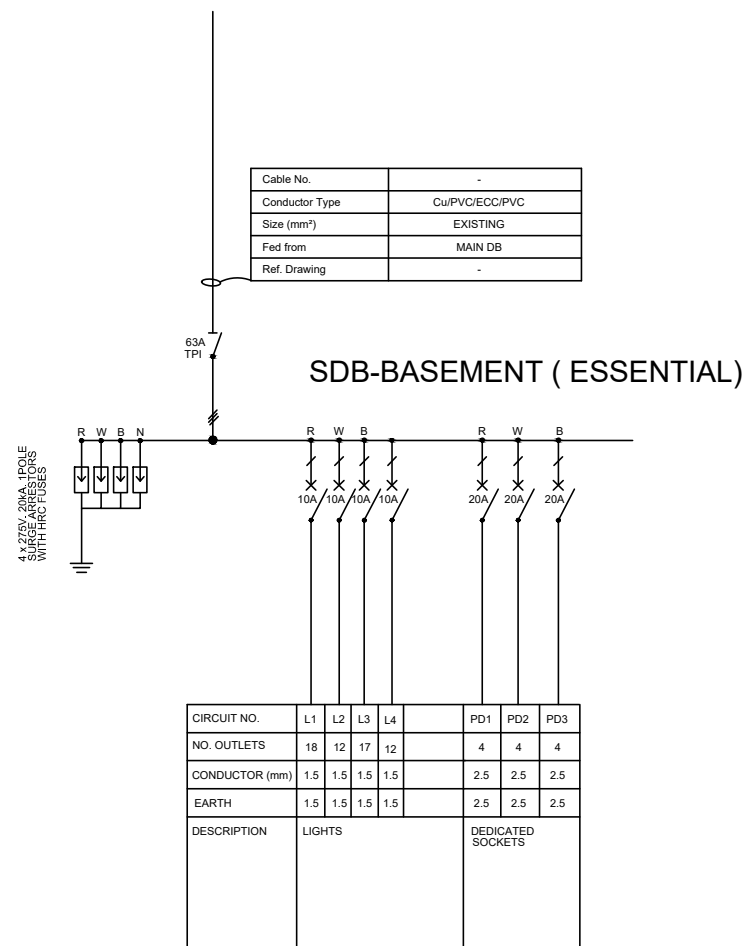
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Drawing No.

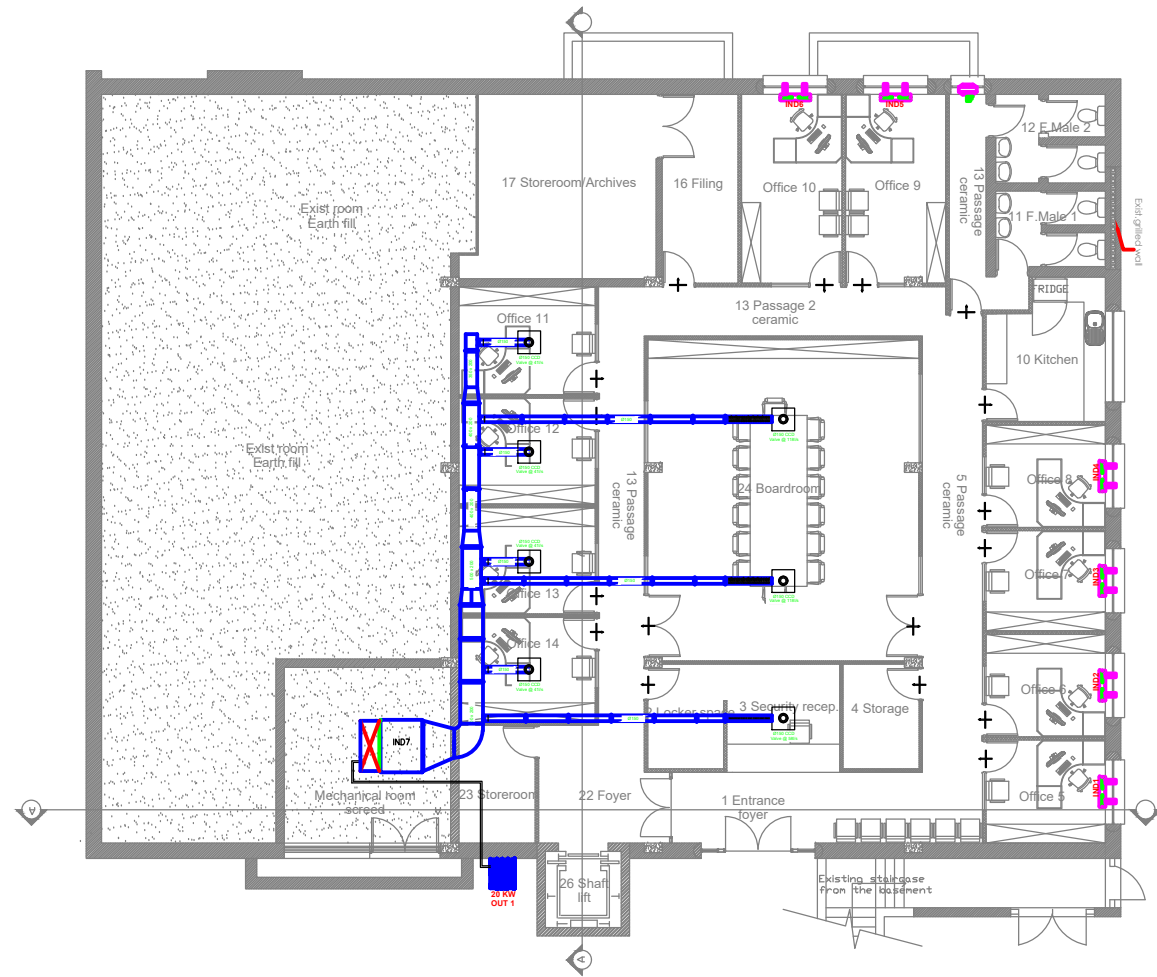
**2018-116/E/06**

Revision

**.**



Consulting Engineers  <b>GATYENI CONSULTING</b>  36 Sunningdale Place Sunnyridge East London 5201  Tel: 043 736 6260 Fax: 086 519 0782 Email: admin@gatyeni.co.za	Client  <b>OR TAMBO MUNICIPALITY MTHATHA</b>	Project Name <b>PHASE 2: PROPOSED ADDITIONS AND ALTERATIONS TO THE EXISTING PROSPERITY BUILDING</b>  Drawing Title <b>SDB BASEMENT (NON ESSENTIAL &amp; ESSENTIAL) SDB- SCHEMATIC DIAGRAM</b>				Checked By <b>LG</b>	Checked Date <b>FEB 2021</b>	Drawn By <b>AZ</b>	Drawn Date <b>FEB 2021</b>
						Approved By	Approval Date	Scale <b>N.T.S.</b>	
						CAD Reference <b>GDRIVE\2018-116/E/01</b>			Paper Size <b>A3</b>
						Project No <b>2018 -116</b>	Dicipline <b>ELECT.</b>	Type <b>WD</b>	Drawing No. <b>2018-116/SCH/01</b>
									Revision <b>A</b>



SCHEDULE OF A/C EQUIPMENT - INDOOR UNITS										
TAG NUMBER	AREA SERVING	Temp C °C	Max TC kW	Airflow m³/h	MCA A	Wght kg	H x W x D mm	INDOOR UNIT TYPE	THERMOSTAT	POWER REQUIREMENTS
IND1	Office 5	23.0 / 50%	2.5	400	4.3	40	227x995x582	HEAT PUMP UNICON	HARD WIRED	240/1/50
IND2	Office 6	23.0 / 50%	2.5	400	4.3	40	227x995x582	HEAT PUMP UNICON	HARD WIRED	240/1/50
IND3	Office 7	23.0 / 50%	2.5	400	4.3	40	227x995x582	HEAT PUMP UNICON	HARD WIRED	240/1/50
IND4	Office 8	23.0 / 50%	2.5	400	4.3	40	227x995x582	HEAT PUMP UNICON	HARD WIRED	240/1/50
IND5	Office 9	23.0 / 50%	2.5	400	4.3	40	300x1000x700	HEAT PUMP UNICON	HARD WIRED	240/1/50
IND6	Office 10	23.0 / 50%	2.5	400	4.3	40	300x1000x700	HEAT PUMP UNICON	HARD WIRED	240/1/50
IND7	Mechanical room	23.0 / 50%	20.0	4140	20	89	450x1400x900	CONCEALED CEILING UNIT	HARD WIRED	230/1/50

SCHEDULE OF A/C EQUIPMENT - OUTDOOR UNITS							
TAG NUMBER	Comb %	Temp C °C	Max CC kW	Ref Type	MFA A	Wght kg	W x H x D mm
OUT1		23.0	20.0	R 410A	15	183	930 x 1680 x 785

GRILLE SCHEDULE						
TAG NUMBER	DESCRIPTION	SIZE	TYPE	AIR QUANTITY m³/h	W x H mm	QTY
OUT1	Grille for 100% outdoor air intake	930 x 1680	Grille	4140	930 x 1680	1

Rev	Drn	Date	Description
Consulting Engineers			
36 Sunningdale Place SUNNYRIDGE 3201 Tel: 043 736 6260 Fax: 086 519 0782 email: admin@gatyeni.co.za			
Client			
Project Name			
OR TAMBO OFFICES PROPOSED ADDITIONS AND ALTERATIONS TO AN EXISTING OFFICES ON ERF: 4754			
Drawing Title			
HVAC LAYOUT			
Discipline			
MECHANICAL			
Drawing Originator			
GATYENI CONSULTING			
Checked By	Checked Date	Drawn By	Plot Date
LD	02/02/2021	TJ	02/02/2021
Approved By	Approval Date	Scale	
		1:100	
CAD Reference			
2018-116-HVAC-01			
Project No	Type	Drawing No.	Revision
2018-116	WD	2018-116-HVAC-01	1