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| 12.    | <b>CONSIDERATION OF ITEMS, REPORTS, COMMUNICATIONS, PETITIONS AND APPLICATIONS SUBMITTED VIA THE OFFICE OF THE MUNICIPAL MANAGER</b> |
| 12.1   | <b>MUNICIPAL PUBLIC ACCOUNTS COMMITTEE (MPAC): [CLLR WF PIETERSEN]</b>   |
| 12.1.1 | <b>CONSIDERATION OF CONTRACTOR'S EXPENSE AND LOSS CLAIM RELATING TO BSM/17/20: UPGRADE OF STELLENBOSCH MUNICIPAL FIRE STATION</b>    |

Collaborator No:

IDP KPA Ref No:

Good Governance and Compliance

Meeting Date:

19 August 2022

**1. SUBJECT: CONSIDERATION OF CONTRACTOR'S EXPENSE AND LOSS CLAIM RELATING TO BSM/17/20: UPGRADE OF STELLENBOSCH MUNICIPAL FIRE STATION**

**2. PURPOSE OF REPORT**

Is to provide feedback and a recommendation on the Expense and Loss Claim as submitted by Ilitha Painters and Decorators CC T/A The Construction Company (hereafter referred as the "Contractor") in respect of additional compensation due to the Contractor for events outside of its control.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

The tender for the works was submitted by the Contractor on 18 October 2019. The tender was valid for one hundred and twenty (120) days and lapsed on 15 February 2020. It would have been reasonable to expect that the contract (MBD 7.2) would have been signed during this time period and that the Contractor would have provided the Employer with a Construction Guarantee.

However, the conclusion of the contract did not occur within this timeframe. As a result of the Level 5 Covid-19 lockdown (starting 26 March 2020), the MBD7.2 was signed on 25 May 2020 (during Level 5 Lockdown). As per the government regulations, construction sector activities could only resume on 1 June 2020, implying a later site hand-over.

The Contractor did not submit the Construction Guarantee because the Employer did not issue a Purchase Order (PO) to the total value (R8.764 million) of the tendered sum. The Employer issued two (2) PO's during the latter part of 2020 (circa November) to the value of R1.9m and R2m respectively. Subsequently, the Contractor questioned the Employer's commitment to honor the contract for the total contractual tendered value of R8.764m and maintained its position on the risk of the Employer's financial commitment.

At a meeting held on 05 May 2021, the Parties agreed that the project would continue, for the full scope and value on condition that the Employer will issue written confirmation of project funding and would generate the necessary PO for the full value.

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The Contractor issued a letter on 13 May 2021 where it sought clarity on its ability to submit an expense and loss claim for the lapsed time between site hand-over and the closing of the tender. In consultation and on behalf of the Employer, the Principal Agent provided the same in its letter issued 18 May 2021.

Although the Principal Agent would normally reject the contractor's expense and loss claim on the grounds that the Contractor is also in default, it does however take note of mitigating factors that surrounded the project from the start such as the Covid-19 pandemic and discussions between the Parties around reduced PO values being issued culminating in discussions of reduced/re-prioritization scope of works and delayed directives from the Employer.

It must also be noted that the Contractor has completed the work three (3) months earlier than the contractual completion date, thus providing earlier beneficial use to the Employer. In the spirit of mutual co-operation, the Principal Agent recommends that the Employer provide some form of compensation to the Contractor in that there has been an impact on the performance by the Contractor due to some events that were outside of their control.

The escalation is calculated using the CPAP method, with September 2019 as the base month and an offer of **R520,695.05** excluding VAT be provided to the Contractor as compensation for the undue delays to the project.

## 5. RECOMMENDATION

For MPAC consideration

## 6. DISCUSSION

### 6.1 BACKGROUND

At the onset, it must be noted that this submission is post the contract completion of the works. The reasons for this include the uncertainty of the Parties (i.e. the "Employer" and "Contractor") on how to evaluate the claim considering that the Contract Price Adjustment Provision (CPAP) was excluded from the contract and for reasons unknown, delayed responses from the Employer in providing direction on the matter based on the aforementioned. Furthermore, the Contractor completed the work three (3) months earlier than the contractual duration.

The tender for the work was submitted by the Contractor on the 18 October 2019. In the tender document, it is stipulated that the pricing must be valid for one hundred and twenty (120) days after the tender closing date of 15 February 2020. All things being equal, it would have been reasonable to expect that the contract (MBD 7.2) would have been signed during this period and that the Contractor would have provided the Employer with a Construction Guarantee as stipulated in Clause 42.2.5 of the Contract Specific Data (C1.2.2) thus enabling site hand-over and commencement of works.

It would then also be reasonable to assume that if the above requirements were met, the site hand-over would have occurred at the beginning of March 2020. Pursuant to the provision of Clause 42.2.6, for a ten (10) month contract duration, the works would have been completed in December 2020. If the above has taken place, it would be reasonable to assume that the Contractor would have completed the works at the rates tendered, therefore not needing to submit a claim for their perceived losses.

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However, the conclusion of the contract did not occur within this timeframe. As a result of the Level 5 Covid-19 lockdown (starting 26 March 2020), the MBD7.2 was signed on 25 May 2020 (during Level 5 Lockdown). As per the government regulations, construction sector activities could only resume on 1 June 2020. This would imply that site hand-over could only be done on this date.

At this stage, the Contractor did not submit its Construction Guarantee. The Contractor noted that the reason for this was that the Employer did not issue a Purchase Order (PO) to the total value of the tendered sum. The Employer issued two (2) PO's during the latter part of 2020 (circa November) to the value of R1.9m and R2m, respectively. The sum of these values did not equate to the total contractual tendered value of R8.764m.

Subsequently, the Contractor questioned the Employer's commitment to honour the contract for the total contractual tendered value of R8.764m. In the interest of mitigating project delays, the Principal Agent had engaged the Contractor to commence with the works by identifying the priority of works that could commence and equate to the value of the PO's issued. The Parties continued to engage, despite the Employer providing verbal assurances to honour the contract for the total contractual tendered value of R8.764m, the Contractor had maintained its position on the risk of the Employer's financial commitment.

In February 2021, at the request of the Employer, the Principal Agent submitted a chronological report providing an update on the status quo of the project. The project had remained stagnant until end of April 2021, when further discussions were held between the Contractor and Employer to reach an end to the impasse in terms of project value and scope of works due to budget constraints.

Finally, at a held meeting on 05 May 2021, the Parties agreed that the project would continue, for the full scope and value; the Employer would generate the necessary PO values, on condition that the Employer will issue written confirmation of project funding to the total contractual tendered value of R8.764m. This letter was issued by the Employer on 06 May 2021.

Subsequently, the Contractor issued a letter on 13 May 2021 where it sought clarity on its ability to submit an expense and loss claim for the lapsed time between site hand-over and the tender close. In consultation and on behalf of the Employer the Principal Agent provided the same in its letter issued on 18 May 2021. This final confirmation was accepted by the Contractor and the site was handed over on 21 May 2021. The Construction Guarantee was issued to the Employer on 27 May 2021, thus contractually enabling the commencement of the works on site. The above commentary concludes the project timeline.

## **6.2 EXPENSES AND LOSS CLAIM**

The Contractor described the events that gave rise to the expense and loss claim in its letter dated 13 May 2021 and 23 July 2021. The Contractor had recorded the impact of the delays in the commencement of the project. The Contractor noted that it was never expected of any tenderer to hold their rates for two (2) years. Furthermore, the Contractor has previously recorded that it was not prepared to hold its tendered prices. Therefore, it engaged the Employer on the expense and loss concept in the JBCC Principal Building Agreement (PBA), Edition 4.1 March 2005. The Contractor had submitted its notification and claim under the provision of JBCC PBA Clause 32.5.5, default by the Employer or his Agents. The reasons giving rise to the basis of the claim were recorded as; the delay in site hand-over and the commencement date by the Employer or his Agents, as well as the stoppage of the

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project due to the Covid-19 pandemic. The Contractor noted that as a result of the abovementioned delays it had incurred an increase in its tendered costs and is therefore entitled to additional costs for labour, plant, and material.

The contractor claimed additional costs associated with labour, plant, and materials. The total value of the claim submitted by the contractor is R1 317 432.77m excluding VAT.

### **6.3 ADJUDICATION**

#### **6.3.1 Method of the claim analysis**

In the analysis of the claim, the following steps were followed:

6.3.1.1 The Principal Agent established the timeline of events that had taken place up to construction commencement (see section 2 Background).

6.3.1.2 Check compliance with procedural requirements.

6.3.1.3 Conduct a basis of claim analysis.

6.3.1.4 Finally quantify any additional cost or time.

#### **6.3.2 Compliance with procedural requirements**

6.3.2.1 The Contract was concluded on 25 May 2020 and was therefore deemed to be in effect.

6.3.2.2 Due to its late realization of the contractual requirements, the Contractor submitted a letter dated 13 May 2021, where it requested that the Employer waive the forty (40) working day notice period, thus allowing it to submit an expense and loss claim, stating that it would still need to comply with Clauses 32.6.1, 32.6.2 and 32.6.3 of the JBCC PBA 4.1.

6.3.2.3 The Employer agreed on 20 May 2021 to waive this clause, thus allowing the Contractor to submit its' expense and loss claim.

#### **6.3.3 Basis of claim analysis**

6.3.3.1 The Contractor noted that there was a delay of 222 days in handing over the site. Pursuant to the provisions of the Contract Specific Data (C1.2.2) Clause 42.2.5, possession of the site was to be given within three (3) days of the Contractor providing the Employer with a Construction Guarantee and having the Contract signed by both Parties.

6.3.3.2 The Contract (MBD 7.2 – Contract form – Rendering of Services) was signed by both parties on 25 May 2020. Pursuant to the provisions of JBCC PBA Clause 14.1, the contractor must issue the construction guarantee within twenty-one (21) calendar days of written acceptance of the Contractor's tender.

6.3.3.3 It is important to note that the Construction Guarantee was only issued to the Employer on 27 May 2021 (a year later). Pursuant to the intent of the conditions of contract, it would be reasonable to assume that the site hand-over could only occur at the latest by 01 June 2021.

6.3.3.4 In its submission the Contractor had noted that the primary reason why it did not submit the Construction Guarantee timeously was due to the fact that the Employer did not issue a PO for the full contractual tendered value. Pursuant to the provisions of the Contract, the issue of a PO has no bearing on the contractual requirement to issue a Construction Guarantee.

6.3.3.5 Therefore, the late hand-over of the site was not due to the default by the Employer or it's Agent only, but also by the Contractor's default as well.

6.3.3.6 The Principal Agent would normally reject the Contractor's expense and loss claim in its entirety on the grounds that the Contractor is in default and is concurrent.

6.3.3.7 However, in consultation with the Employer and consideration of the extenuating circumstances of the role played by the Employer in the contract finalisation; delay in directives from the Employer; the issue of PO's and the Covid-19 pandemic, the Principal Agent proceeded to evaluate and quantify the Contractor's claim.

#### 6.3.4 Quantification of additional cost

6.3.4.1 In its claim, the Contractor noted that due to the delays, it was unable to appoint the necessary sub-contractors and suppliers. The tendered rates could not be maintained by itself or its sub-contractors as they were for the works that would have been completed in 2019. The additional costs that the contractor has claimed are for the increases in labour, materials, and plant equipment.

6.3.4.2 The total value of the claim submitted by the contractor is

R1 317 432.77m excluding VAT. These costs appeared to be inflated and would have been time-consuming to verify.

6.3.4.3 Pursuant to the provisions of the Contract, CPAP was excluded. However, in the absence of any other acceptable alternative method to calculate an acceptable increase in cost, it was agreed by the Parties to calculate the escalation using the industry norm of CPAP. The base month that was used for the CPAP method is September 2019. The escalation costs have been calculated up to the end of May 2021, the month of site hand-over.

6.3.4.4 The additional cost is calculated as **R520,695.05** excluding VAT. The calculation is attached hereto.

6.3.4.5 The current financial position of the project is summarised below:

| Contract Sum at Tender       | R 7,621,449.18                 | Excl VAT                    |                       |                |
|------------------------------|--------------------------------|-----------------------------|-----------------------|----------------|
| Interim Payment Certificates | Payments made to date Excl VAT | Payments remaining Excl VAT | Total Excl VAT        | Payment Status |
| IPC 1                        | R 548,787.07                   |                             | R 548,787.07          | Paid           |
| IPC 2                        | R 795,675.72                   |                             | R 795,675.72          | Paid           |
| IPC 3                        | R 835,284.63                   |                             | R 835,284.63          | Paid           |
| IPC 4                        | R 2,790,237.40                 |                             | R 2,790,237.40        | Paid           |
| IPC 5                        | R 996,693.85                   |                             | R 996,693.85          | Paid           |
| IPC 6                        | R 1,404,591.80                 |                             | R 1,404,591.80        | Paid           |
| IPC 7 - Final Account        |                                | R 250,178.71                | R 250,178.71          | Unpaid         |
| <b>Total Excl VAT</b>        | <b>R 7,371,270.47</b>          | <b>R 250,178.71</b>         | <b>R 7,621,449.18</b> |                |

**7. FINANCIAL IMPLICATIONS**

U-KEY number 20200817071798 have been utilised and provision were made to accommodate the amount of R520 695.05 excluding VAT claimed.

**8. LEGAL IMPLICATIONS**

The recommendations in the report comply with Council's policies and all applicable legislation.

**9. RISK IMPLICATIONS**

All intent was in good faith, the claim and possible breach could be attributed to delays caused by Covid-19 and resultant lock down restrictions.

**10. COMMENTS FROM THE MUNICIPAL MANAGER**

The Municipality did receive value for money and service was delivered.

**RECOMMENDATIONS FROM MPAC TO COUNCIL: 2022-08-19: ITEM 5.1**

- (a) that Council takes note of the circumstances as provided in the report;
- (b) that Council certifies the irregular expenditure to the amount of R520 695.05 (excluding VAT) to Ilitha Painters and Decorators CC T/A The Construction Company as irrecoverable; and
- (c) that Council writes off the irregular expenditure as irrecoverable in terms of the MFMA Section 32(2).

**FOR FURTHER DETAILS CONTACT:**

|                        |                                   |
|------------------------|-----------------------------------|
| <b>NAME</b>            | Kevin Carolus                     |
| <b>POSITION</b>        | <i>Chief Financial Officer</i>    |
| <b>DIRECTORATE</b>     | <i>Financial Services</i>         |
| <b>CONTACT NUMBERS</b> | <i>021 808 8528</i>               |
| <b>E-MAIL ADDRESS</b>  | Kevin.Carolus@stellenbosch.gov.za |
| <b>REPORT DATE</b>     | <i>23 June 2022</i>               |

# **APPENDIX 1**



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

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06 May 2021

Ref: Craig Van Reenen  
Tel: (021) 808 8073

Attention: Craig Kannemeyer

The Construction Co.  
47 Burton Street  
Maitland  
CAPE TOWN

Email: [craig@theconstructionco.co.za](mailto:craig@theconstructionco.co.za)

Dear Sir,

**RE: B/SM 17/20 – UPGRADE OF STELLEBOSCH MUNICIPALITY FIRE STATION**

The above has reference.

Subsequent to the meeting that was held between yourselves, V3Consulting and Stellenbosch officials on the 05 May 2021. This letter serves to confirm that the current contract between Stellenbosch Municipality and The Construction Co. will be honored to the value of R8 764 666.56 that was approved by the Bid Adjudication Committee.

The Municipality would like to hand over the site for commencement of works with immediate effect.

We trust that you find the above in order.

Yours sincerely,



**CHARL KITCHING**  
**ACTING DIRECTOR: COMMUNITY AND PROTECTION SERVICES**





T: 021 510 1951  
F: 086 695 3226

E: info@theconstructionco.co.za

47 Burton St, Maitland, 7405, Cape Town, South Africa  
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

V3 Consulting Engineers  
Unit 204, 2<sup>nd</sup> Floor, Block 2  
Waterfront Terraces  
Tyger Waterfront  
Bellville  
4530

06 June 2022

**Attention: Mr Niresh Sukdeo**

**CONTRACT: B/SM 17/20 – UPGRADE OF STELLENBOSCH MUNICIPAL FIRE STATION**

**RE: EXPENSE AND LOSS CLAIM – RESPONSE TO PRINCIPAL AGENTS LETTER**

Dear Sir,

With reference to Principal Agents letter 20220603 Stellenbosch F&R Response to Expense & Loss dated 3 June 2022.

We hereby accept the final assessment for additional costs associated with the Contractor's expense and loss to the value of **R 520 695.74** excluding VAT.

The decision is based on maintaining the current professional relationship between The Construction Company, Client and Principal Agent, and the overall successful completion of the project.

Trust, you find above in order.

Your faithfully  
**The Construction Company (Pty) Ltd**

.....  
**Yushree Omaidien**  
Project QS



V3 CONSULTING  
ENGINEERS

## ANNEXURE A



**STELLENBOSCH**  
 STELLENBOSCH • PNIEL • FRANSCHHOEK  
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**TENDER NO.: BSM 17/20**  
**UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION**

**PROCUREMENT DOCUMENT**

|  |  |
|--|--|
| <b>NAME OF TENDERER:</b>   |  |
| <b>Total Bid Price<br/>(Inclusive of<br/>VAT)</b><br><i>(refer to page 114):</i> |  |


SEPTEMBER 2019

PREPARED AND ISSUED BY:  
**Directorate: Finance:**  
**Supply Chain Management**  
**Unit Stellenbosch**  
**Municipality,**  
**PO Box 17, Stellenbosch, 7599**

CONTACT FOR ENQUIRIES  
 REGARDING SPECIFICATIONS:  
**Kuben Pather**  
**Project Manager**  
 Tel. Number: +27 21 045 0060

Contract: Stellenbosch Fire Station  
Expense and Loss Claim

| Item                           | Work Group | Description  | Final Account | Base Index (Sep 2019) | May 2021 Index | Escalation |
|--------------------------------|------------|--|---------------|-----------------------|----------------|------------|
| <b>A Preliminaries</b>         |            |  |               |                       |                |            |
| 1                              | 190        | Preliminaries & General  | 1,224,170.00  | 113.30                | 119.3          | 55,103.86  |
| <b>B Builder's Works</b>       |            |  |               |                       |                |            |
| 2                              | 102        | Alterations  | 311,276.40    | 113.40                | 120.20         | 15,865.76  |
| 3                              | 104        | Earthworks   | 19,974.65     | 110.30                | 117.90         | 1,168.87   |
| 4                              | 110        | Concrete   | 51,888.34     | 122.50                | 130.90         | 3,102.36   |
| 4                              | 111        | Formwork   | 2,457.05      | 115.40                | 125.50         | 240.99     |
| 4                              | 114        | Reinforcement  | 15,105.75     | 128.00                | 173.40         | 4,584.30   |
| 5                              | 118        | Masonry  | 114,318.78    | 108.6                 | 110.30         | 1,521.09   |
| 6                              | 120        | Waterproofing  | 2,263.42      | 119.00                | 129.00         | 161.67     |
| 7                              | 126        | Carpentry & Joinery  | 87,961.45     | 112.00                | 114.50         | 1,688.91   |
| 8                              | 130        | Floor coverings, Wall Linings, etc                                 | 133,398.64    | 113.60                | 126.90         | 13,275.28  |
| 9                              | 129        | Ceilings   | 179,154.40    | 104.30                | 113.00         | 11,255.04  |
| 9                              | 138        | Partitioning systems   | 88,722.62     | 112.80                | 119.6          | 4,546.25   |
| 10                             | 132        | Ironmongery  | 72,083.23     | 113.40                | 126.1          | 6,861.89   |
| 11                             | 134        | Structural Steelwork   | 122,207.02    | 114.50                | 140.5          | 23,587.56  |
| 12                             | 136        | Metalwork  | 298,302.89    | 115.00                | 147.9          | 72,539.48  |
| 13                             | 142        | Plastering   | 86,286.07     | 119.10                | 126.3          | 4,433.84   |
| 14                             | 144        | Tiling   | 117,200.45    | 110.10                | 113.9          | 3,438.31   |
| 15                             | 148        | Plumbing   | 81,817.32     | 108.60                | 120.6          | 29,333.67  |
| 15                             | 146        | Drainage   | 86,300.51     | 111.40                | 123.5          | 7,967.69   |
| 16                             | 150        | Glazing  | 9,020.25      | 103.70                | 124.9          | 1,567.45   |
| 17                             | 152        | Paintwork  | 154,132.75    | 115.50                | 123.1          | 8,620.76   |
| 19-23                          | 160        | Electrical Installations   | 789,104.87    | 113.50                | 153.7          | 237,595.86 |
| 24-25                          | 170        | Mechanical Installations   | 212,061.00    | 113.70                | 120.9          | 11,411.67  |
| 26                             | 190        | Preliminaries & General  | 18,106.00     | 113.30                | 119.5          | 842.18     |
| <b>C Provisional Amounts</b>   |            |  |               |                       |                |            |
| 18                             |            | Balustrading   | 71,147.62     | -                     | -              | -          |
| 18                             |            | Control room equipment and joinery                                 | 1,521,731.04  | -                     | -              | -          |
| 18                             |            | Fire services and signage  | 95,495.24     | -                     | -              | -          |
| 18                             |            | ICT  | 43,400.00     | -                     | -              | -          |
| 18                             |            | Sound proof ceiling panels   | 145,324.68    | -                     | -              | -          |
| 18                             |            | Vanity stabs   | 33,650.00     | -                     | -              | -          |
| 18                             |            | Profit & Attendance  | 76,350.76     | -                     | -              | -          |
| <b>D Contract Instructions</b> |            |  |               |                       |                |            |
|                                |            | Site instructions  | 1,072,874.20  |                       |                |            |
|                                |            | COS001 - Extra Over Demolition works                               | 16,287.03     |                       |                |            |
|                                |            | COS002 - Removal of AC Units                                       | 8,073.00      |                       |                |            |
|                                |            | COS003 - Paint to glazing  | 678.22        |                       |                |            |
|                                |            | COS004 - Remove generator  | 6,210.00      |                       |                |            |
|                                |            | COS005 - Remove burglar gate                                       | 1,235.25      |                       |                |            |
|                                |            | COS006 - Repair crack in brick wall                                | 2,307.10      |                       |                |            |
|                                |            | COS007 - PEX Pipes and fittings                                    |               |                       |                |            |
|                                |            | COS008 - Plaster bands   |               |                       |                |            |
|                                |            | COS009 - Fireman's pole  | 30,748.50     |                       |                |            |
|                                |            | COS010 - Fire rated Partitions                                     | 152,189.75    |                       |                |            |
|                                |            | COS011 - Formwork to staircase                                     | 6,122.26      |                       |                |            |
|                                |            | COS012 - Creating openings   | 1,770.42      |                       |                |            |
|                                |            | COS013 - Repair cracks in floor                                    | 2,678.94      |                       |                |            |
|                                |            | COS014 - Additional gypser   | 1,166.00      |                       |                |            |
|                                |            | COS015 - Carpet to floors  |               |                       |                |            |
|                                |            | COS016 - Remove plaster  | 2,057.58      |                       |                |            |
|                                |            | COS017 - Shower traps  | 2,530.00      |                       |                |            |
|                                |            | COS018 - Control room window closure with fire rated partition     | 10,489.90     |                       |                |            |
|                                |            | COS019 - Extra ducting for AC installation                         | 1,787.90      |                       |                |            |
|                                |            | COS020 - Mosaic specified by architect                             | 22,456.39     |                       |                |            |
|                                |            | COS021 - Alterations to window in sleep quarters                   | 1,877.26      |                       |                |            |
|                                |            | COS022 - Remedial work to structural steel                         |               |                       |                |            |
|                                |            | COS023 - Shadowline cornice  |               |                       |                |            |
|                                |            | COS024 - Extra wireways for access control points war room         | 4,164.63      |                       |                |            |
|                                |            | COS025 - Disinfection boards                                       | 56,862.42     |                       |                |            |
|                                |            | COS026 - Fixing detail for TV brackets on dry wall in control room | 6,061.20      |                       |                |            |
|                                |            | COS027 - Repair damaged roof                                       |               |                       |                |            |
|                                |            | COS028 - Replace damaged roof                                      |               |                       |                |            |
|                                |            | COS029 - Extra ducting to toilet                                   | 3,511.55      |                       |                |            |
|                                |            | COS030 - Fire doors and steel door frames - NWD14, NWD15 & NWD33   | 33,734.38     |                       |                |            |
|                                |            | COS031 - Trap doors  | 6,118.49      |                       |                |            |
|                                |            | COS032 - Outside floor tile  | 8,554.84      |                       |                |            |
|                                |            | COS033 - Tile skirting   | 17,346.90     |                       |                |            |
|                                |            | COS034 - Wall tiles  | 102,830.00    |                       |                |            |
|                                |            | COS035 - Repair nutec boards at sleep quarters                     | 5,960.75      |                       |                |            |
|                                |            | COS036 - Relocate existing condenser                               | 1,825.50      |                       |                |            |
|                                |            | COS037 - Skimming to walls   | 11,649.42     |                       |                |            |
|                                |            | COS038 - Urinals   | 21,176.38     |                       |                |            |
|                                |            | COS039 - Water supply for first floor bathroom                     | 12,021.06     |                       |                |            |
|                                |            | COS040 - Cupboards   | 145,958.17    |                       |                |            |
|                                |            | COS041 - Frames for HVAC diffusers                                 | 3,859.45      |                       |                |            |
|                                |            | COS042 - Access hatch trap doors                                   | 7,206.57      |                       |                |            |
|                                |            | COS043 - Wall tiling to narrow widths                              | 19,883.88     |                       |                |            |
|                                |            | COS044 - LIPS Plugs on power skirting                              | 653.69        |                       |                |            |
|                                |            | COS045 - Additional skimming to sleep quarters                     | 5,081.13      |                       |                |            |
|                                |            | COS046 - Asphalt landing below stairs at staff lounge              | 1,760.00      |                       |                |            |
|                                |            | COS047 - Main entrance: Extended ramp                              | 24,799.33     |                       |                |            |
|                                |            | COS048 - Light fittings to War Room                                | 10,430.18     |                       |                |            |
|                                |            | COS049 - Internal ramp in Hellway                                  | 15,995.68     |                       |                |            |
|                                |            | COS050 - Unforeseen items at main entrance area                    | 7,303.04      |                       |                |            |
|                                |            | COS051 - NWD44 - Change in design                                  | 5,606.76      |                       |                |            |
|                                |            | COS052 - Upgrade supply cable for DB-1                             | 28,759.81     |                       |                |            |
|                                |            | COS053 - Varnish timber beams in sleep quarters                    | 322.90        |                       |                |            |
|                                |            | COS054 - Timber double doors                                       | 21,122.48     |                       |                |            |
|                                |            | COS055 - Manhole   | 14,705.27     |                       |                |            |
|                                |            | COS056 - Repair to paving  | 2,103.20      |                       |                |            |
|                                |            | COS057 - Timber door nogging                                       | 1,798.60      |                       |                |            |
|                                |            | COS058 - Design change for sound proof ceiling panels              | 12,165.94     |                       |                |            |
|                                |            | COS059 - U shaped bulkhead over steel beam                         | 2,791.80      |                       |                |            |
|                                |            | COS060 - HVAC remedial work in Control room ceiling                | 2,748.19      |                       |                |            |
|                                |            | COS061 - Joint sealant for walls and new windows                   | 9,591.60      |                       |                |            |
|                                |            | COS062 - Fireman's pole cushion                                    | 1,650.00      |                       |                |            |
|                                |            | COS063 - Extraction to toilet in sleep quarters                    | 22,946.00     |                       |                |            |
|                                |            | COS064 - Roof repair at Tea Kitchen                                | 14,472.80     |                       |                |            |
|                                |            | COS065 - Repairs to existing windows                               | 25,069.80     |                       |                |            |
|                                |            | COS066 - Skirting  |               |                       |                |            |
|                                |            | COS067 - Distribution board cupboards                              |               |                       |                |            |
|                                |            | COS068 - French Drain  | 6,307.44      |                       |                |            |
|                                |            | COS069 - New windows to sleep quarters                             | 28,318.80     |                       |                |            |
|                                |            | COS070 - Extraction and fresh air ducting to sleep quarters        | 37,387.94     |                       |                |            |
|                                |            | COS071 - Plates to steel beams in sleep quarters                   | 3,465.00      |                       |                |            |
|                                |            | COS072 - Stair nosing at staircase in sleep quarters               | 3,571.80      |                       |                |            |
|                                |            | COS073 - Door stoppers   | 3,080.00      |                       |                |            |
|                                |            | COS074 - Sealer to vinyl floors                                    | 5,335.00      |                       |                |            |
|                                |            | COS075 - Additional ironmongery                                    | 2,815.15      |                       |                |            |
|                                |            | COS076 - NWD01 Emergency push bar                                  | 5,157.04      |                       |                |            |
|                                |            | <b>TOTALS FINAL AMOUNT (R=) Incl VAT</b>                           | 7,570,342.20  |                       |                | 520,695.74 |
|                                |            | <b>TOTALS FINAL AMOUNT (R=) Excl VAT</b>                           | 8,705,916.53  |                       |                | 598,800.10 |
|                                |            |  |               |                       |                | 6.88%      |

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**STELLENBOSCH**  
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**VOLUME 1 OF 3**

**THE TENDER**

**TENDER NO. BSM 17/20**  
**FOR**  
**STELLENBOSCH MUNICIPALITY**

**Client: STELLENBOSCH MUNICIPALITY**


|  |   |
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| <p><b>Client:</b></p> <p><b>Stellenbosch Municipality</b><br/> <b>Directorate: Finance:</b><br/> <b>Supply Chain Management Unit</b><br/> <b>Stellenbosch Municipality,</b><br/> <b>PO Box 17, Stellenbosch, 7599</b></p> <p><b>Contact:</b><br/> <b>Ms. Janap Sampson</b><br/> <b>+27 21 808 8520</b></p> | <p><b>Project Manager:</b></p> <p><b>V3 Consulting Engineers</b><br/> <b>Rubicon House, Dorp Street,</b><br/> <b>Vineyards Office Estate,</b><br/> <b>99 Jip De Jager Drive,</b><br/> <b>Tyger Valley,</b><br/> <b>7530</b></p> <p><b>Contact:</b><br/> <b>Mr. Kuben Pather</b><br/> <b>+27 21 045 0060</b></p> |
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**THE TENDER**

**T1 : TENDERING PROCEDURES**


**T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

**T1.2 : TENDER DATA**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### BID NOTICE

### STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO BID FOR: BSM 17/20: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION BUILDING

**TENDER NUMBER:** BSM 17/20  
**DESCRIPTION:** Upgrading of Stellenbosch Municipality Fire Station Building  
**CLOSING DATE:** 18 October 2019  
**CLOSING TIME:** 12h00: Bids will be opened in the **Chambers Council or SCM Boardroom**  
**CIDB :** The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with Notice 357 of 2019: Tender value range adjustments in terms of the Construction Industry Development Regulations, 2004 (AS AMENDED).  
**Class of Construction Works: 5GB or higher.**

**INFORMATION:**

**Specifications:** Craig Van Reenen 021 808 8882 Email: [craig.vanreenen@stellenbosch.gov.za](mailto:craig.vanreenen@stellenbosch.gov.za)  
**SCM Requirements:** Ms. Janap Sampson 021 808 8520 Email: [jane.sampson@stellenbosch.gov.za](mailto:jane.sampson@stellenbosch.gov.za)  
**Office hours for collection:** 08h00-15h30

A **Compulsory Clarification Meeting** will be held on **25 September 2019 at 11h00 at Cnr. Cluver & Helshoogte Rd., Stellenbosch [Fire Station], Stellenbosch, 7600. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.** In the event of a Joint Venture, one of each company must attend the site meeting

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on **Wednesday, 18 September 2019**. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid.

Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **120 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender.

Sealed Tenders, with "**BSM 17/20: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION BUILDING,**" clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE: This tender will be evaluated in terms of the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553**

The preferential points system applied is as follows:

|  |            |
|--|------------|
| <b>Price</b>                               | <b>80</b>  |
| <b>B-BBEE status level of contribution</b> | <b>20</b>  |
| <b>Total points for Price and B-BBEE</b>   | <b>100</b> |


Tenders will be evaluated in accordance with the Supply Chain Management Policy, Preferential Procurement Regulations, 2017, which was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No. 40553, **relevant specification, functionality and local content** as depicted in the document

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering;
2. Relevant terms of reference
3. Tenderers must be registered on Central supplier database (CSD) if they wish to conduct business with the municipality
4. A valid original or certified tax clearance certificate must be handed in with Tender at closing time. However no contract will be awarded to any Tenderer without a valid original tax clearance certificate on the date the Tender is awarded.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.
6. Functionality is applicable to this Tender. Tenderers are required to attain a minimum score of 70 points for the functionality in order to be further evaluated in terms of the preference point's system.

*Tender documents, in English, (hard copies only) are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R960.00 per document.*

G Mettler (Ms)  
**MUNICIPAL MANAGER**

|  |   |   |
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**TENDER KENNISGEWING**

**STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER: BSM 17/20 OPGRADERING VAN STELLENBOSCH MUNISIPALITEIT BRANDWEER STASIE GEBOU**

**TENDER NOMMER:** BSM 17/20  
**BESKRYWING:** Opgradering van Stellenbosch Munisipaliteit Brandweerstasie Gebou  
**SLUITINGSDATUM:** 18 Oktober 2019  
**TYD VAN SLUITING:** 12h00. Tenders sal ooggemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.  
**KIOR:** Die volgende KIOR klas van konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met Kennisgewing 357 van 2019 van die **Konstruksie-Industrie Ontwikkelingsraad, Regulasies, 2004 (SOOS GEWYSIG)**, sal op die bod van toepassing wees. Tendersaars moet n geskatte KIOR kontakteurgradering van ten minste **5GB of hoër hê**.

**NAVRAE:**

**Tender spesifikasies:** Craig Van Reenen, (021 808 8882), Epos: [craig.vanreenen@stellenbosch.gov.za](mailto:craig.vanreenen@stellenbosch.gov.za)  
**Vkb vereistes:** Ms. Janap Sampson 021 808 8520 Email: [jane.sampson@stellenbosch.gov.za](mailto:jane.sampson@stellenbosch.gov.za)  
**Kantoor Ure:** 08h00-15h30

'n **Verpligte inligtingssessie** sal gehou word op **25 September 2019 om 11h00** te Hoekvan Cluver & Heishoogte Pad, Stellenbosch [Brandweer stasie] Tendersaars wat nie die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie. In die geval van n gesamentlike onderneming moet een van elke maatskappy die verpligte inligtingssessie bywoon.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12h00 op Woensdag, 18 September 2019** soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskakeel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **120** dae na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëelde tenders duidelik gemerk: "**BSM 17/20: OPGRADERING VAN STELLENBOSCH MUNISIPALITEIT BRANDWEERSTASIE GEBOU**", op die koevert, moet geplaas word in Tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

**LET WEL:** Hierdie tender sal geëvalueer word ingevolge die Voorkeurverkrygingsregulasies, 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is. Tendersaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

|                      |           |
|----------------------|-----------|
| <b>Prys:</b>         | 80        |
| <b>BBSEB</b>         | <u>20</u> |
| <b>Totale punte.</b> | 100       |


Tenders is onderhewig aan die Algemene Kontrakvoorwaardes en die Voorsieningskanaal Bestuursbeleid van Stellenbosch Munisipaliteit en geëvalueer word in terme van die Voorkeurverkrygings Regulasies, 2017, **relevante spesifikasies, funksionaliteit en plaaslike inhoud** soos op 20 Januarie 2017 deur die **deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is**.

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentral Verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. 'n Geldige oorspronklike of gesertifiseerde belastingklaringsertifikaat moet by die tender by die sluitingsdatum ingehandig word. Geen kontrak sal egter aan enige Tenderaar toegeken word sonder 'n geldige oorspronklike belastingklaringsertifikaat op die datum waarop die Tender toegeken word nie.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tender nommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.
6. Funksionaliteit is van toepassing op hierdie tender. Tendersaars moet 'n minimum persentasie van 70 punte behaal vir die funksionaliteit om verder te evalueer in terme van die voorkeerpuntstelsel.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch (Na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van R960.00 per dokument.*

G Mettler (Me)  
**MUNISIPALE BESTUURDER**

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## PART A – GENERAL CONDITIONS OF TENDER


1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

**PLEASE NOTE:**

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
  - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed).

All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.

3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
  - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
7. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
  - 7.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  - 7.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
8. This bid will be evaluated and adjudicated according to the following criteria:
  - a. Relevant specifications
  - b. Value for money

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- c. Capability to execute the contract
- d. PPPFA & associated regulations

#### 9. Service Level Agreement


The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

#### 10. Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).


The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za) Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on SMSD can be done by contacting 021 808 8594 or [Nicolene.Hamilton@stellenbosch.gov.za](mailto:Nicolene.Hamilton@stellenbosch.gov.za)

**Centralised Supplier Database No. MAAA.....**

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**PART A – INVITATION TO BID**

|  |  |               |   |                                 |              |
|--|--|---------------|---|---------------------------------|--------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>  |  |               |   |                                 |              |
| BID NUMBER:  | <b>BSM 17/20</b>   | CLOSING DATE: | <b>18 October 2019</b>  | CLOSING TIME:                   | <b>12:00</b> |
| DESCRIPTION  | <b>UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION</b> |               |   |                                 |              |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>  |  |               |   |                                 |              |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :   |  |               |   |                                 |              |
| <b>STELLENBOSCH MUNICIPALITY, PLEIN STREET, STELLENBOSCH</b>   |  |               |   |                                 |              |
| <b>SUPPLIER INFORMATION</b>  |  |               |   |                                 |              |
| NAME OF BIDDER   |  |               |   |                                 |              |
| POSTAL ADDRESS   |  |               |   |                                 |              |
| STREET ADDRESS   |  |               |   |                                 |              |
| TELEPHONE NUMBER   | CODE   |               | NUMBER  |                                 |              |
| CELLPHONE NUMBER   |  |               |   |                                 |              |
| FACSIMILE NUMBER   | CODE   |               | NUMBER  |                                 |              |
| E-MAIL ADDRESS   |  |               |   |                                 |              |
| VAT REGISTRATION NUMBER  |  |               |   |                                 |              |
| TAX COMPLIANCE STATUS  | TCS PIN:   |               | OR  | CSD No:                         |              |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]   | Yes  |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT   | Yes                             | 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> |  |               |   |                                 |              |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?   | Yes  | No            | 2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | Yes                             | No           |
|  | [IF YES ENCLOSE PROOF]                                     |               |   | [IF YES, ANSWER PART B:3]       |              |
| 3. TOTAL NUMBER OF ITEMS OFFERED   |  |               | 4. TOTAL BID PRICE  | R                               |              |
| 5. SIGNATURE OF BIDDER   | .....  |               | 6. DATE   |                                 |              |
| 7. CAPACITY UNDER WHICH THIS BID IS SIGNED   |  |               |   |                                 |              |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>   |  |               | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                            |                                 |              |
| DEPARTMENT   | SCM Unit   |               | CONTACT PERSON  | Kuben Pather                    |              |
| CONTACT PERSON   | Ms. Janap Sampson  |               | TELEPHONE NUMBER  | +27 (0) 21 045 0060             |              |
| TELEPHONE NUMBER   | 021 808 8520   |               | FACSIMILE NUMBER  | n/a                             |              |
| FACSIMILE NUMBER   | n/a  |               | E-MAIL ADDRESS  | kuben.pather@v3consulting.co.za |              |
| E-MAIL ADDRESS   | jane.sampson@stellenbosch.gov.za                           |               |   |                                 |              |

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

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 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.

**2. TAX COMPLIANCE REQUIREMENTS**

- 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 WWW.SARS.GOV.ZA.
- 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 T C S 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.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**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.**


**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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## 1.2 TENDER DATA


The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (10 July 2015) as published in Government Gazette No. 38960, Board Notice 136 of 2015. (See [www.cidb.org.za](http://www.cidb.org.za)), to which tenderers are referred to for their information purposes in relation to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender. Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it mainly applies.


All references to the terms: "Tender" and "Tenders" and/or "Tenderer" and "Tenderers" in these documents and the Conditions of Tender shall have the same meaning as each other and shall be of equal force.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:


| Clause number | Tender Data  |
|---------------|--|
| F.1.1         | The employer for this Contract is <b>Stellenbosch Municipality</b> .   |
| F.1.2         | <p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures (Volume 1 of 3)</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents (Volume 2 of 3)</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT (Volume 3 of 3)</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Guarantee</p> |

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| F.1.2 | <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 - Description of the Works</p> <p>C3.2 - Engineering</p> <p>C3.3 - Procurement</p> <p>C3.4 - Construction</p> <p><b>Part C4: Site information</b></p> <p>C4.1 - Site Locality Plan</p> <p><b>Part C5: Annexures [Attached Compact Disc]</b></p> <p>Annexure A: Occupational Health and Safety Specification &amp; Risk Assessment</p> <p>Annexure B: Environmental Management Programme</p> <p>Annexure C: Drawings</p> |
| F.1.4 | <p>The Employer is:</p> <p><b>Name: Stellenbosch Municipality</b></p> <p>Address: <b>Supply Chain Management Unit, Stellenbosch Municipality,</b><br/><b>PO Box 17</b><br/><b>Stellenbosch,</b><br/><b>7599</b></p> <p>Tel: (021) 808 8978</p> <p><b>Attention is drawn to the fact that verbal information given by the Employer or any other person prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the tender documents.</b></p>     |
| F.1.5 | <p>The Employer reserves the right to reject the award to the highest scoring tenderer (as calculated according to Clause F13.11.5) should the offer pose a commercial and/ or delivery risk to the successful completion of the project and the Employer, or in line with PPR 2017 Other Objective Criteria as detailed.</p>  |
| F.1.6 | <p>The competitive negotiation procedure shall <b>not</b> be applied.</p>  |
| F.1.6 | <p>A two-stage system will <b>not</b> be followed.</p>   |
| F.2.1 | <p>Only tenderers with proven experience in building construction works will be eligible to submit a tender. (Refer to F.3.11.9 Scoring Functionality.)</p>  |

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| F.2.1.2  | <p>The following tenderers who are registered with the CIDB, or are capable of being so registered <b>prior to the evaluation of submissions</b>, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Notice 357 of 2019 Tender Value Range Adjustments in terms of the Construction Industry Development Regulations, 2004 (AS AMENDED), for an <b>5GB</b> class of construction work;</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1) the entity is registered as a JV;</li> <li>2) every member of the joint venture is registered with the CIDB;</li> <li>3) the lead partner has a contractor grading designation in the <b>5GB</b> class of construction work; and</li> <li>4) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>5GB</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations</li> </ol> |
| F.2.7    | <p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p>  |
| F.10.3   | <p>Rates and prices are <b>not</b> subject to Contract Price Adjustment.</p>  |
| F.2.12   | <p>No alternative tender offers are applicable to this tender.</p>  |
| F.2.13.3 | <p>Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.</p>  |
| F.2.13.3 | <p>Parts of each tender offer communicated on paper shall be submitted as an <b>Original plus one Copy (Pre-Qualifier) requirement</b>.</p> <p><u>Tenderers need to submit the following with your Hardcopy tender submission:</u></p> <ul style="list-style-type: none"> <li>• <b>Complete Tender document which also includes;</b></li> <li>• <i>All Returnables and additional documents; and</i></li> <li>• <i>All C-sections of the Contract; and</i></li> <li>• <i>Bill of Quantities/ Rates.</i></li> </ul> <p><b>Tenderers need to ensure compliance to hard copy submissions.</b></p>  |
| F.2.13.4 | <p>The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p>  |

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| F.2.13.5  | <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Designated tender box at <b>Council Chambers or SCM Boardroom</b></p> <p><b>Physical address:</b> Stellenbosch Municipality, Plein Street, Stellenbosch</p> <p><b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender</p>   |
| F.2.13.6  | A two-envelope procedure <b>is not</b> required.   |
| F.2.13.9  | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.  |
| F.2.13.10 | By signing the offer part of C1.1 Form of Offer and Acceptance the Tenderer declares that all information provided in the tender submission is true and correct.   |
| F.2.15    | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.   |
| F.2.16    | The tender offer validity period is <b>120 days</b> from the closing time for submission of Tenders.   |
| F.2.18    | The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.   |
| F.2.19    | Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.  |
| F.2.20    | The Tenderer is required to submit with his tender a letter of intent from an approved insurer or financial institution undertaking to provide the <b>Performance Guarantee</b> to the format included in <b>Part C1.3</b> of this procurement document.   |
| F.2.23    | <p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>a) A valid and active Tax Compliance Status Pin issued by the South African Revenue Services.</li> <li>b) An original or certified Copy of the B-BBEE Certificate/ Affidavit.</li> <li>c) A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.</li> <li>d) A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002.</li> <li>e) A Valid Copy of the Certificate of Incorporation (if Tenderer is a Company); or</li> <li>f) A Valid Copy of the Founding Statement (if Tenderer is a Closed Corporation); or</li> <li>g) A Valid Copy of the Partnership Agreement (if Tenderer is a Partnership); or</li> <li>h) A Valid Copy of Identity Document (if Tenderer is a Sole Proprietor); or</li> <li>i) A signed Joint Venture Agreement (if Tenderer is a Joint Venture).</li> <li>j) Letter of Intent for Performance Guarantee.</li> </ol> |
| F.3.1.1   | The Employer will respond to requests for clarification received up to <b>seven (7) working days</b> before the tender closing time.   |

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| F.3.4    | Tenders will be opened in public. Tenders will be opened immediately after the closing time (12:00hrs Telkom Time) for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.  |                        |                                 |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
|----------|--|------------------------|---------------------------------|---------------------------------------|---------------------------------|---------------------------------------|---|--|---------------|---|--|---|---|---------------|---|--|---|--|---------------|---|--|---|---|---------------|---|--|---|---|---------------|---|--|---|--|---------------|---|--|---|--|---------------|---|--|
| F.3.11.1 | The financial offer may be reduced to a comparative basis using the Tender Assessment Schedule.  |                        |                                 |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
| F.3.11.3 | <p>The procedure for the evaluation of responsive tenders is <b>Method 2: Functionality, Price and Preference</b>. Evaluation will be in <b>three</b> stages modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, namely:</p> <ul style="list-style-type: none"> <li>• <b>Stage 1:</b> Responsiveness Evaluation</li> <li>• <b>Stage 2:</b> Functionality Evaluation</li> <li>• <b>Stage 3:</b> Financial Offer and Preference Evaluation</li> <li>• <b>Stage 4:</b> Objective Criteria &amp; Risk Analysis</li> </ul>   |                        |                                 |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
|          | <p><b><u>Stage 1: Responsiveness Evaluation</u></b></p> <p>The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited criteria selected in below table.</p> <p><b>A.</b> Tenderers who do not adhere to those criteria listed as <b>PRE-QUALIFIER</b>, will be <b>disqualified immediately</b>:</p> <table border="1" data-bbox="371 1088 1434 1872"> <thead> <tr> <th></th> <th>Responsiveness Criteria</th> <th>Prequalifying Criteria</th> <th>Applicable to this Tender (Y/N)</th> <th>Tenderer to indicate Compliance (Y/N)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Adherence to the two-envelope process.</td> <td>Pre-Qualifier</td> <td>N</td> <td></td> </tr> <tr> <td>2</td> <td>Adherence in submitting Tender as 1 Original + 1 Copy</td> <td>Pre-Qualifier</td> <td>Y</td> <td></td> </tr> <tr> <td>3</td> <td>Attendance register for Compulsory Briefing session.</td> <td>Pre-Qualifier</td> <td>Y</td> <td></td> </tr> <tr> <td>4</td> <td>Attendance register for Compulsory Site inspection.</td> <td>Pre-Qualifier</td> <td>Y</td> <td></td> </tr> <tr> <td>5</td> <td>Valid &amp; Active CIDB contractor grading designation of <b>5GB</b>. – refer F2.1 of the Tender Data and Returnable <b>T2.1.6</b>.</td> <td>Pre-Qualifier</td> <td>Y</td> <td></td> </tr> <tr> <td>6</td> <td>Proof of Registration with a recognised professional body/ institution {state registration}.</td> <td>Pre-Qualifier</td> <td>N</td> <td></td> </tr> <tr> <td>7</td> <td>Full Compliance in terms of Returnable <b>T2.4.2: Prequalify &amp; Subcontracting Schedule &amp; Tender Data</b>.</td> <td>Pre-Qualifier</td> <td>Y</td> <td></td> </tr> </tbody> </table> |                        | Responsiveness Criteria         | Prequalifying Criteria                | Applicable to this Tender (Y/N) | Tenderer to indicate Compliance (Y/N) | 1 | Adherence to the two-envelope process. | Pre-Qualifier | N |  | 2 | Adherence in submitting Tender as 1 Original + 1 Copy | Pre-Qualifier | Y |  | 3 | Attendance register for Compulsory Briefing session. | Pre-Qualifier | Y |  | 4 | Attendance register for Compulsory Site inspection. | Pre-Qualifier | Y |  | 5 | Valid & Active CIDB contractor grading designation of <b>5GB</b> . – refer F2.1 of the Tender Data and Returnable <b>T2.1.6</b> . | Pre-Qualifier | Y |  | 6 | Proof of Registration with a recognised professional body/ institution {state registration}. | Pre-Qualifier | N |  | 7 | Full Compliance in terms of Returnable <b>T2.4.2: Prequalify &amp; Subcontracting Schedule &amp; Tender Data</b> . | Pre-Qualifier | Y |  |
|          | Responsiveness Criteria  | Prequalifying Criteria | Applicable to this Tender (Y/N) | Tenderer to indicate Compliance (Y/N) |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
| 1        | Adherence to the two-envelope process.   | Pre-Qualifier          | N                               |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
| 2        | Adherence in submitting Tender as 1 Original + 1 Copy  | Pre-Qualifier          | Y                               |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
| 3        | Attendance register for Compulsory Briefing session.   | Pre-Qualifier          | Y                               |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
| 4        | Attendance register for Compulsory Site inspection.  | Pre-Qualifier          | Y                               |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
| 5        | Valid & Active CIDB contractor grading designation of <b>5GB</b> . – refer F2.1 of the Tender Data and Returnable <b>T2.1.6</b> .  | Pre-Qualifier          | Y                               |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
| 6        | Proof of Registration with a recognised professional body/ institution {state registration}.   | Pre-Qualifier          | N                               |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |
| 7        | Full Compliance in terms of Returnable <b>T2.4.2: Prequalify &amp; Subcontracting Schedule &amp; Tender Data</b> .   | Pre-Qualifier          | Y                               |                                       |                                 |                                       |   |  |               |   |  |   |   |               |   |  |   |  |               |   |  |   |   |               |   |  |   |   |               |   |  |   |  |               |   |  |   |  |               |   |  |

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**B.** Tenderers who do not adhere to the response time indicated for clarification inquiries by the Employer **will be deemed non-responsive** and not be evaluated further.

|    | Responsiveness Criteria  | Clarification Time | Applicable to this Tender (Y/N) | Tenderer to indicate Compliance (Y/N) |
|----|--|--------------------|---------------------------------|---------------------------------------|
| 8  | Standard conditions of tender as required.   | 48 hours           | Y                               |                                       |
| 9  | Returnable documents completed and signed.   | 48 hours           | Y                               |                                       |
| 10 | Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report.                            | 48 hours           | Y                               |                                       |
| 11 | A valid and active Tax Compliance Status Pin issued by SARS.   | 48 hours           | Y                               |                                       |
| 12 | Valid original/ certified letter of good standing (COIDA).   | 48 hours           | Y                               |                                       |
| 13 | Proof of Letter of Intent for Performance Guarantee to the value of <b>10% of the Contract Sum.</b> – refer to Volume 2 & 3. | 48 hours           | Y                               |                                       |
| 14 | 3 Years Audited Financial Statements, or Financial Statements signed off by an Accountant.                                   | 48 hours           | Y                               |                                       |
| 15 | Submission <b>one (1)</b> Flash Drive containing all the documents as listed in the Tender.                                  | 48 hours           | N                               |                                       |

**Stage 2: Functionality Evaluation**


The following main criteria with detailed score breakdown will be used to score functionality:

- **Those Tenderers who do not meet the minimum threshold of 70 points, will not proceed to the next stage of evaluation.**

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Scoring of quality shall apply to this tender in respect of the following criteria:

| Item         | Requirement   | Minimum points | Maximum points |
|--------------|---|----------------|----------------|
| <b>1</b>     | <b>Contractor's Previous Experience</b>   | <b>21</b>      | <b>30</b>      |
|              | <p>Track record on similar projects executed over past 10 years (30 points).</p> <p>List of similar projects (where the scope predominately comprise Building Alterations and Refurbishment Works to a minimum Construction Value of ZAR 6.50 million including VAT) successfully completed, in an operational environment over the last 10 years:<br/><u>Experience:</u><br/>Construction Building Projects greater than or equal to R6.50 Million completed<br/>5 projects = 30 points, 4 projects = 21 points<br/>All information must include contactable references and certified signed Completion Certificates by the Project Manager / Lead</p> | 21 points      | 30 points      |
| <b>2</b>     | <b>Key personnel</b>  | <b>28</b>      | <b>40</b>      |
|              | <p>Skills and experience to deliver project from handover to completion stage.<br/>Contractor to list experience of all key personnel in the company. Comprehensive CV's, in the format provided, including qualifications must be submitted.</p>   |                |                |
|              | <p>Contracts Manager or Contracts Director (20 points).<br/><u>Similar projects experience:</u><br/>1 [one] to less than or equal to 3 [three] years = 5 points<br/>More than 3 [three] to less than or equal to 5 [five] years = 10 points<br/>More than 5 [five] to less than or equal to 8 [eight] years = 15 points<br/>More than 8 [eight] years = 20 points</p>   | 28 points      | 20 points      |
|              | <p>Site Foreman (20 points).<br/><u>Similar projects experience:</u><br/>1 [one] to less than or equal to 3 [three] years = 5 points<br/>More than 3 [three] to less than or equal to 5 [five] years = 10 points<br/>More than 5 [five] to less than or equal to 8 [eight] years = 15 points<br/>More than 8 [eight] years = 20 points</p>  | 28 points      | 20 points      |
| <b>3</b>     | <b>Construction Program</b>   |                | <b>30</b>      |
|              | <p>Indicate how project objectives will be achieved within the indicated timeframe and budget (30 points).<br/>Program of minimum Level 3 breakdown attached in submission (1. level 3 program, 2. cash flow, 3. costs, 4. resources, 5. milestones and 6. critical path are included): 5 points each x 6 = 30 points<br/>No information submitted – 0 points</p>   |                | 30 points      |
| <b>TOTAL</b> |   | <b>70</b>      | <b>100</b>     |

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The minimum number of evaluation points to be eligible for quality scoring shall be 70 points, in addition to scoring, at least, a minimum in each of the categories, as indicated.

**Stage 3: Financial Offer and Preference Evaluation**

With reference to the PPPFA 2017, the evaluation shall be based on the **80/20** Principle and the points for evaluation criteria are as follows:


- if it is unclear which preference point system will be applicable, either the **80/20** preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.

| Evaluation Criteria |  | Points |
|---------------------|--|--------|
| 1.                  | Price                                  | 80     |
| 2.                  | Broad Based Black Economic Empowerment | 20     |
| 3.                  | Total                                  | 100    |


**Stage 4: Objective Criteria & Risk Analysis**

- a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as "**Other Objective Criteria**" in terms of the PPPFA Regulations of 2017, in order to ascertain suitability for award.
- i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Compliant Pin issued by the South African Revenue Services.
  - ii) Fully compliant and registered with the National Treasury Central Supplier Database.
  - iii) No misrepresentation in the tender information submitted.
  - iv) Any non-performance on Stellenbosch Municipality projects.
  - v) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
  - vi) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
  - vii) Convicted by a court of law for fraud and/or corruption.
  - viii) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.
  - ix) Financial health of the tenderer may be assessed if deemed necessary, to ensure that the Service Provider will be able to operate as per required deliverables (Ratios: Accounts Receivable & Payable Turnover, Liquidity & Solvency).
  - x) Unduly low Tendered fees in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the costs are reasonable and balanced. Tenders may be disqualified if tendered fees are found to be distorted. The market average of received tender prices will be used as a guide to indicate financial risk.
  - xi) In terms of unduly high Tendered fees in the Tender offer, refer to the PPR2017.




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| F.3.17 | The number of paper copies of the signed contract to be provided by the employer is <b>one (1)</b> .  |
|        | <p><b><u>The additional conditions of tender in terms of Returnable T2.4.2 – Prequalifying &amp; Subcontracting Schedule are:</u></b></p> <p>The Stellenbosch Municipality is tasked with achieving government socio-economic transformation and development initiatives through its procurement spend. The Stellenbosch Municipality therefore endeavours to promote such initiatives through its procurement, by means of one or a combination of the following, in terms of the Preferential Procurement Policy Framework Act (PPPFA), 2000: Preferential Procurement Regulations (PPR), 2017:</p> <ol style="list-style-type: none"> <li>1. Application of Pre-Qualification Criteria in line with the PPPFA: PPR 2017;</li> <li>2. Application of Subcontracting as a Condition of Tender, in line with the PPPFA: PPR 2017;</li> <li>2.1 The basis and conditions for sub-contracting as a condition of tender, is further detailed under Table 2 below.</li> </ol> <p><b>Tenderers are required to adhere in full to the following conditions as set out below and by signing this Annexure, formally agree to the content:</b></p> <p><b><u>Additional information to subcontracting requirement in terms of Regulations 4 or 9 PPR 2017:</u></b></p> <ol style="list-style-type: none"> <li>i) It is the responsibility of the tenderer to select competent subcontractors that meet all the requirements of the tender. The fact that the Stellenbosch Municipality/Employer may make a list of potential subcontractors available as registered on the National Treasury CSD or on a Stellenbosch Municipality/Employer Client database does not result in any liability of the Stellenbosch Municipality/Employer or a warranty that the listed suppliers are competent.</li> <li>ii) Subcontractors may not be allocated work which contradicts any regulations, regulatory body and/or compliance requirements relevant to the work being sub-contracted for i.e. requirements by CIDB Regulations, accreditations and registrations to professional / regulatory institutions in the case of professional services etc.</li> <li>iii) The lead tenderer will be responsible for all due diligence on the selected subcontractors and will be held liable for any non-performance.</li> <li>iv) With reference to the <b>Preferential Procurement Regulations 2017, Regulation 6(5), 7(5) and 12(3)</b>; <i>“A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise, that does not have an equal or higher B-BBEE status level of contributor than the person concerned.”</i> <ul style="list-style-type: none"> <li>• <i>“Unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract”.</i></li> <li>• Or the tenderer may not be awarded points for B-BBEE status level of contribution.</li> </ul> </li> <li>v) Tenderers are to provide formal proof of the subcontracting arrangement/s (Signed/ Proposed Subcontracting Agreement(s)), also stipulating the percentage and equivalent Rand value being subcontracted. <ul style="list-style-type: none"> <li>• Tenderers are requested to provide a Signed Subcontracting Agreement(s) if in place, or the Proposed Subcontracting Agreement(s) and list of suppliers to be subcontracted with the tender, failing which the tenderer will be disqualified as non-compliant.</li> <li>• Tenderers will be provided three (3) working days from communication of the Conditional Appointment Letter, to provide the Signed Subcontracting Agreement(s). Failure to adhere to this will result in the immediate retraction of the Conditional Appointment Letter, without an option to rectify.</li> </ul> </li> <li>vi) Tenderers are to provide the following documentation for each of the relevant subcontractors, as a minimum, in support of the Signed/ Proposed Subcontracting Agreement(s):</li> </ol> |


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|  | Supporting Documents to Subcontracting Agreement/s   | Tenderer to indicate Compliance (Y/N) |
|--|--|---------------------------------------|
|  | Certified Copy of valid B-BBEE Certificate/ Affidavit.<br>(Non-Compliance will result in Preference score of 0).   |                                       |
|  | Copy of valid/ active CIDB registration in the case of construction work.<br>(Non-Compliant info will result in disqualification).   |                                       |
|  | A valid and active Tax Compliance Status Pin issued by SARS.<br>(Non-Compliant info will result in disqualification).  |                                       |
|  | Submission of National Treasury Central Supplier Database (CSD) Summary Report.<br>(Non-Compliant info will result in disqualification).   |                                       |
|  | <p><b>Note:</b> It is incumbent and expected that the Tenderer will apply the same due care and diligence in selecting and managing its sub-contractors / joint venture partner as would have been the case in their own appointment.</p>  |                                       |
|  | <p><b>The following circumstances may deem a tender invalid if not addressed:</b></p> <ul style="list-style-type: none"> <li>a) If the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);</li> <li>b) If the tender is not completed in non-erasable ink;</li> <li>c) If the Form of Offer and Acceptance has not been signed;</li> <li>d) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</li> </ul>                       |                                       |
|  | <p><b>Negotiations with preferred tenderers</b></p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers, provided that such negotiation:</p> <ul style="list-style-type: none"> <li>a) does not allow any preferred tenderer a second or unfair opportunity;</li> <li>b) is not to the detriment of any other tenderer; and</li> <li>c) Does not lead to a higher price than the tender as submitted.</li> </ul> <p>Minutes of any such negotiations shall be kept for record purposes.</p> |                                       |

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The Tender Document shall be obtained from the Employer or his authorised representative at the physical address stated in the Tender Notice. The following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

| +     | Document   | Applicable (Y/N) |
|-------|--|------------------|
| 1     | JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)  | Y                |
| 2     | Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO)   | N                |
| 3     | Code of Practice for the application of the National Building Regulations SABS 0400-1990   | Y                |
| 4     | The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014   | Y                |
| 5     | Safety, Health, Environmental and Quality Policy for Construction and Maintenance Programmes   | Y                |
| 6     | The Standard Conditions of Tender to follow is obtained from Annexure F of CIDB Standard for Uniformity in Construction Procurement, Board Notice 136 Government Gazette No. 38960 of 10 July 2015, which contains references to the Tender Data for details that apply specifically to the Tender.  | Y                |
| 7     | In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour. |                  |
| 7.1   | The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette Notice No 33239 of 28 May 2010  | Y                |
| 7.2   | SANS 1921:2004 Construction and Management:  | Y                |
| 7.2.1 | Part 1 : General Engineering and Construction Works;   |                  |
| 7.2.2 | Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor;  |                  |
| 7.2.3 | Part 3 : Structural Steelwork;   |                  |
| 7.2.4 | Part 5 : Earthworks Activities which are to be performed by hand.  |                  |
| 7.3   | Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 40553 of 20 January 2017  | Y                |

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**VOLUME 2 OF 3**

**TENDER RETURNABLES**

**RETURNABLE DOCUMENT CHECKLIST**

**&**


**COMPILATION INSTRUCTIONS**

Tenderers are to complete the checklist, by indicating **YES** or **NO** within the Compliance column, to ensure that all information in the Tender Document is read, completed and included in full by the Tenderer.


- 1) All forms must be properly completed and signed as required and the document shall not be taken apart or altered in any way whatsoever.
- 2) With reference to the above, it is however required that:
  - Any attachments and/or supporting documents to be annexed to these Returnables, must be compiled in a separate file and indexed in the same format as the Returnables Checklist.
- 3) Returnables with a ~~Strikethrough~~, are irrelevant to this tender process and do not need to be completed.
- 4) Tenderers must ensure each of the listed Returnables are populated and signed in full.
- 5) All forms must be duly completed in black ink as required.

Name: ..... Signature: .....

Capacity: .....

|  |   |   |
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|--|---|---|


| <b>LIST OF RETURNABLES CHECKLIST</b> |   |      |                    |
|--------------------------------------|---|------|--------------------|
| SECTION                              | MAIN INDEX T2.1 - T2.4  | PAGE | TENDERER COMPLIED? |
| T2.1                                 | Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness  |      |                    |
| T2.2                                 | Other forms, certificates and schedules that will be incorporated into the contract |      |                    |
| T2.3                                 | Documentation, forms and schedules required for Tender evaluation purposes          |      |                    |
| T2.4                                 | Other documentation, forms and schedules required for Tender evaluation purposes    |      |                    |
| SECTION                              | SUB-INDEX T2.1  | PAGE | TENDERER COMPLIED? |
| T2.1.1                               | Tender Briefing / Site Inspection Attendance Certificate                            | 30   |                    |
| T2.1.2                               | Certificate of Authority for Signatory  | 31   |                    |
| T2.1.3                               | Registration Certificates/Agreements/Identity Documents                             | 36   |                    |
| T2.1.4                               | Joint Venture/Consortium Disclosure Form  | 37   |                    |
| T2.1.5                               | Tax Compliance Requirements   | 47   |                    |
| T2.1.6                               | Proof of Valid Registration with CIDB   | 48   |                    |
| T2.1.7                               | Proof of Workmen's Compensation Registration  | 49   |                    |
| SECTION                              | SUB-INDEX T2.2  | PAGE | TENDERER COMPLIED? |
| T2.2.1                               | Record of Addenda to Tender documents   | 51   |                    |
| T2.2.2                               | Local Employment & Sourcing   | 52   |                    |
| T2.2.3                               | Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)        | 53   |                    |
| T2.2.4                               | Form Concerning Fulfilment of the Construction Regulations, 2014                    | 54   |                    |
| T2.2.5                               | MBD 4 - Declaration of Interest   | 57   |                    |
| T2.2.6                               | MBD 5 Declaration for procurement above 10 Million (VAT Included)                   | 60   |                    |
| T2.2.7                               | MBD 8 - Declaration of Bidder's past Supply Chain Management Practices              | 61   |                    |
| T2.2.8                               | MBD 9 - Certification of Independent Bid Determination                              | 64   |                    |
| T2.2.9                               | MBD 10 - Certificate for Payment of Municipal Services                              | 68   |                    |
| T2.2.10                              | Service Provider Code of Conduct  | 70   |                    |
| T2.2.11                              | RFP Declaration Form  | 73   |                    |
| T2.2.12                              | Compulsory Enterprise Questionnaire   | 75   |                    |
| T2.2.13                              | Certificate of Acquaintance with Tender Document                                    | 78   |                    |

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| <b>SECTION</b> | <b>SUB-INDEX T2.3</b>   | <b>PAGE</b> | <b>TENDERER COMPLIED?</b> |
|----------------|---|-------------|---------------------------|
| T2.3.1         | Related Experience of Tenderer  | 81          |                           |
| T2.3.2         | Management and CV's of Key Persons  | 83          |                           |
| T2.3.3         | Schedule of Plant and Equipment   | 84          |                           |
| T2.3.4         | Schedule of Proposed Sub-Contractors/ Consultants                                       | 86          |                           |
| T2.3.5         | Programme   | 87          |                           |
| T2.3.6         | Financial Standing / Bank Rating  | 88          |                           |
| T2.3.7         | Quality Plan  | 89          |                           |
| T2.3.8         | Health and Safety   | 90          |                           |
| T2.3.9         | Capacity and Ability to meet Delivery Schedule  | 91          |                           |
| T2.3.10        | Statement of Technical Compliance   | 92          |                           |
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| T2.4.3         | MBD 6.2 Declaration Certificate for Local Production and Content for Designated Sectors | 100         |                           |
| <b>SECTION</b> | <b>THE CONTRACT PART C (Volume 3)</b>   | <b>PAGE</b> | <b>TENDERER COMPLIED?</b> |
| C1             | Agreement and Contract Data   | 113         |                           |
| C2             | Pricing Data  | 137         |                           |
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| C4             | Site Information  | 274         |                           |
| C5             | Annexures [Attached Compact Disc]   | 276         |                           |

Name: ..... Signature: .....

Capacity: .....

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## PART T2: RETURNABLE DOCUMENTS

**Notes:**


Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

| SECTION | MAIN INDEX T2.1 - T2.4  | PAGE | TENDERER COMPLIED? |
|---------|---|------|--------------------|
| T2.1    | Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness  |      |                    |
| T2.2    | Other forms, certificates and schedules that will be incorporated into the contract |      |                    |
| T2.3    | Documentation, forms and schedules required for Tender evaluation purposes          |      |                    |
| T2.4    | Other documentation, forms and schedules required for Tender evaluation purposes    |      |                    |

Name: .....

Signature: .....

Capacity: .....

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## PART T2.1: RETURNABLE DOCUMENTS

**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.


- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

| SECTION | SUB-INDEX T2.1   | PAGE | TENDERER COMPLIED? |
|---------|--|------|--------------------|
| T2.1.1  | Tender Briefing / Site Inspection Attendance Certificate | 30   |                    |
| T2.1.2  | Certificate of Authority for Signatory                   | 31   |                    |
| T2.1.3  | Registration Certificates/Agreements/Identity Documents  | 36   |                    |
| T2.1.4  | Joint Venture/Consortium Disclosure Form                 | 37   |                    |
| T2.1.5  | Tax Compliance Requirements                              | 47   |                    |
| T2.1.6  | Proof of Valid Registration with CIDB                    | 48   |                    |
| T2.1.7  | Proof of Workmen's Compensation Registration (COIDA)     | 49   |                    |

Name: ..... Signature: .....

Capacity: .....



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|---|---|--|

**PART T2.1.1: BRIEFING/SITE INSPECTION ATTENDANCE CERTIFICATE**

This is to certify that (Tenderer) .....of  
 Address .....  
 Telephone number .....  
 Fax number .....  
 E-mail address .....

was represented by the person(s) named below at the compulsory meetings held for all Tenderers on 25<sup>th</sup> September 2019 at 11:00AM at Stellenbosch Municipality Fire Station, Cnr Cluver Street & Helshoogte Road, Stellenbosch 7600.

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions likely to influence the work and all aspects that could influence either the cost or the construction of the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the meeting and that I/We understand perfectly the work to be done, as specified and implied, in the documentation and information provided.

**TENDERER'S REPRESENTATIVE(S):**


Name: ..... Signature: .....  
 Capacity: .....

Name: ..... Signature: .....  
 Capacity: .....

**EMPLOYER'S REPRESENTATIVE:**

Name: ..... Signature: .....  
 Capacity: ..... Date: .....

\*Attendance Register may also be used as proof, subject to tenderer not having this Returnable present at brief.

|   |  |  |
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|---|--|--|

**PART T2.1.2: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

**4. AUTHORITY TO SIGN A BID**

**1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

|             |  |            |  |
|-------------|--|------------|--|
| SIGNATURE:  |  | DATE:      |  |
| PRINT NAME: |  |            |  |
| WITNESS 1:  |  | WITNESS 2: |  |


**2. COMPANIES AND CLOSE CORPORATIONS**

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

|  |     |       |    |
|--|-----|-------|----|
| Date Resolution was taken                                    |     |       |    |
| Resolution signed by (name and surname)                      |     |       |    |
| Capacity   |     |       |    |
| Name and surname of delegated Authorised Signatory           |     |       |    |
| Capacity   |     |       |    |
| Specimen Signature   |     |       |    |
| <b>Full name and surname of ALL Director(s) / Member (s)</b> |     |       |    |
| 1.   | 2.  |       |    |
| 3.   | 4.  |       |    |
| 5.   | 6.  |       |    |
| 7.   | 8.  |       |    |
| 9.   | 10. |       |    |
| Is a <b>CERTIFIED COPY</b> of the resolution attached?       |     | YES   | NO |
| SIGNED ON BEHALF OF COMPANY / CC:                            |     | DATE: |    |
| PRINT NAME:  |     |       |    |

|   |   |  |
|---|---|--|
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|---|---|--|

|            |  |            |
|------------|--|------------|
| WITNESS 1: |  | WITNESS 2: |
|------------|--|------------|

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_  
 \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to  
 sign this bid as well as any contract resulting from the bid and any other documents and  
 correspondence in connection with this bid and /or contract for and on behalf of the abovementioned  
 partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:


| Full name of partner             | Signature  |  |
|----------------------------------|------------|--|
|                                  |            |  |
|                                  |            |  |
|                                  |            |  |
|                                  |            |  |
| SIGNED ON BEHALF OF PARTNERSHIP: | DATE:      |  |
| PRINT NAME:                      |            |  |
| WITNESS 1:                       | WITNESS 2: |  |

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_  
 \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_  
 \_\_\_\_\_ To sign this offer as well as any contract resulting from  
 this tender and any other documents and correspondence in connection with this tender and / or contract  
 for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

| Full Name of Consortium Member   | Role of Consortium Member | % Participation | Signature |
|----------------------------------|---------------------------|-----------------|-----------|
|                                  |                           |                 |           |
|                                  |                           |                 |           |
|                                  |                           |                 |           |
|                                  |                           |                 |           |
| SIGNED ON BEHALF OF PARTNERSHIP: |                           | DATE:           |           |

|   |   |  |
|---|---|--|
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|             |  |            |  |
|-------------|--|------------|--|
| PRINT NAME: |  |            |  |
| WITNESS 1:  |  | WITNESS 2: |  |

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorise Mr/Ms.....  
 acting in the capacity of ..... to  
 sign all documents in connection with the Tender for **Tender No. BSM/22/19** and any contract resulting  
 from it, on our behalf.

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

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

|   |  |   |
|---|--|---|
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|---|--|---|

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorise Mr/Ms.....  
 acting in the capacity of ..... to  
 sign all documents in connection with the Tender for **Tender No. BSM/22/19** and any contract resulting  
 from it, on our behalf.

| NAME         | ADDRESS | SIGNATURE | DATE |
|--------------|---------|-----------|------|
| Lead partner |         |           |      |
|              |         |           |      |
|              |         |           |      |
|              |         |           |      |

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

**(IV) CERTIFICATE FOR SOLE PROPRIETOR**

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


**Signature of Sole Owner:** .....

As Witnesses:

1. ....

2. ....

Date: .....

|  |  |  |
|--|--|--|
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|--|--|--|


**(V) CERTIFICATE JOINT VENTURE**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorise Mr/Ms.....  
 acting in the capacity of ..... to  
 sign all documents in connection with the Tender for **Tender No. BSM/22/19** and any contract resulting  
 from it, on our behalf.

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

| NAME OF FIRM          | ADDRESS | DULY AUTHORISED SIGNATORY |
|-----------------------|---------|---------------------------|
| Lead Partner          |         | Signature                 |
|                       |         | Name                      |
| CIDB Registration No. |         | Designation               |
| Lead Partner          |         | Signature                 |
|                       |         | Name                      |
| CIDB Registration No. |         | Designation               |
| Lead Partner          |         | Signature                 |
|                       |         | Name                      |
| CIDB Registration No. |         | Designation               |

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

|   |  |  |
|---|--|--|
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|---|--|--|

### **PART T2.1.3: REGISTRATION CERTIFICATES/AGREEMENTS/IDENTITY DOCUMENTS**

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.


Including relevant Identity Documents and complete disclosure of Shareholding of the tenderer.

Non-submission hereof may deem your tender non-responsive.

I, \_\_\_\_\_ of \_\_\_\_\_ ,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

\_\_\_\_\_  
(Signature) (Date)

|  |  |   |
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**PART T2.1.4: JOINT VENTURE/CONSORTIUM DISCLOSURE FORM**

**TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A  
JOINT VENTURE OR CONSORTIUM**

**GENERAL**


- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name.....
- b) Postal address .....
- c) Physical address .....
- d) Telephone .....
- e) Fax .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**



|   |   |  |
|---|---|--|
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|---|---|--|

**2.1(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation  
 Goal requirements.....

**2.2(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation  
 Goal requirements.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation  
 Goal requirements.....

**3.2(a)** Name of Firm .....

Postal Address .....


Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation  
 Goal requirements.....

**3.3(a)** Name of Firm .....

|   |  |  |
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|---|--|--|

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation  
 Goal requirements.....

*(Continue as required for further Affirmable Joint Venture Partners)*

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %

c) Affirmable Joint Venture Partner percentages in respect of: \*

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....  
 .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).


(iii) Anticipated on-going capital contributions in Rands .....

.....  
 .....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

|  |   |   |
|--|---|---|
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|--|---|---|

|    | <b>NON-AFFIRMABLE JOINT VENTURE PARTNERS</b> | <b>PARTNER NAME</b> |
|----|--|---------------------|
| a) |  |                     |
| b) |  |                     |
| c) |  |                     |
| d) |  |                     |
| e) |  |                     |
|    | <b>AFFIRMABLE JOINT VENTURE PARTNERS</b>     | <b>PARTNER NAME</b> |
| a) |  |                     |
| b) |  |                     |
| c) |  |                     |
| d) |  |                     |
| e) |  |                     |

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

**(a) Joint Venture payment approvals**

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

**(b) Authority to enter into contracts on behalf of the Joint Venture**


.....  
 .....

**(c) Signing, co-signing and/or collateralising of loans**

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

**(d) Acquisition of lines of credit**

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

|   |  |  |
|---|--|--|
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|---|--|--|

**(e) Acquisition of performance guarantees**

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

**(f) Negotiating and signing labour agreements**

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

**(a) Supervision of field operations**

.....

**(b) Major purchasing**


.....

**(c) Estimating**

.....

**(d) Technical management**

.....

|   |   |  |
|---|---|--|
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|---|---|--|

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....


.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

| MANAGEMENT FUNCTION / DESIGNATION | NAME | PARTNER* |
|-----------------------------------|------|----------|
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |

\* Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

|   |  |   |
|---|--|---|
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|---|--|---|

**10. PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

| TRADE/FUNCTION/DISCIPLINE | NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS | NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS |
|---------------------------|---|---|
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |
|                           |   |   |

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....


(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

|  |   |  |
|--|---|--|
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|--|---|--|

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.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....


---

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

|  |  |  |
|--|--|--|
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|--|--|--|

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....


Name .....

Address .....

Telephone .....

Date .....



|   |  |  |
|---|--|--|
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|---|--|--|

Signature .....


Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

|  |  |   |
|--|--|---|
|  <p><b>STELLENBOSCH</b><br/>STELLENBOSCH • PAEL • FRANSCHHOEK<br/>MUNISIPALITEIT • UMASIPALA • MUNICIPALITY</p> | <p><b>CIDB</b><br/><b>THE CONTRACT</b><br/>Vol. 2 of 3</p> | <p>Tender No: BSM 17/20<br/>UPGRADING OF STELLENBOSCH<br/>MUNICIPALITY FIRE STATION</p> |
|--|--|---|

### PART T2.1.5: TAX COMPLIANCE REQUIREMENTS

**IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.**

**TENDERERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A TENDERER TO BE EVALUATED.**


1. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the **invalidation/ disqualification** of the tender submission as per stipulated Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for successful tenderers post the tender process to be awarded a contract in terms of this tender.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However, the Tax Compliance status documentation of all the Joint Venture Partners are to be appended to this page. Any tax noncompliance of any party will require a tenderer to provide fully compliant tax status for any award to be made.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
(Date)

|  |   |   |
|--|---|---|
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|--|---|---|

### **PART T2.1.6: PROOF OF VALID REGISTRATION WITH CIDB**

The Tenderer shall attach hereto the Contractors proof of valid active registration certificate with CIDB & National Treasury CSD. CIDB CRS & NT Supplier number(s) must also be provided.

In the case of Consortium/Joint Venture Tenders, each partner shall provide their own valid CIDB registration certificate and CSD, including for the Joint Venture.


Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with the Stellenbosch Municipality. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable

All prospective tenderers must have a tax compliant status on the Central Supplier Database (CSD) of the National Treasury, and is required to attach proof of compliant status in the form of a CSD Summary Report at the time of tender submission.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

\_\_\_\_\_  
(Signature) (Date)

|  |   |  |
|--|---|--|
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|--|---|--|


**PART T2.1.7: PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)**

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993).

I, \_\_\_\_\_ of \_\_\_\_\_,  
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

\_\_\_\_\_  
 (Signature) (Date)

|   |   |  |
|---|---|--|
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|---|---|--|

## PART T2.2: RETURNABLE DOCUMENTS

**Notes:**


Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a **Strikethrough**, is not applicable to this specific tender.

| SECTION | SUB-INDEX T2.2   | PAGE | TENDERER COMPLIED? |
|---------|--|------|--------------------|
| T2.2.1  | Record of Addenda to Tender documents  | 51   |                    |
| T2.2.2  | Local Employment & Sourcing  | 52   |                    |
| T2.2.3  | Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004) | 53   |                    |
| T2.2.4  | Form Concerning Fulfilment of the Construction Regulations, 2014             | 54   |                    |
| T2.2.5  | MBD 4 - Declaration of Interest  | 57   |                    |
| T2.2.6  | MBD 5 - Declaration for procurement above 10 Million (VAT Included)          | 60   |                    |
| T2.2.7  | MBD 8 - Declaration of Bidder's past Supply Chain Management Practices       | 61   |                    |
| T2.2.8  | MBD 9 - Certification of Independent Tender Determination                    | 64   |                    |
| T2.2.9  | MBD 10 - Certificate for Payment of Municipal Services                       | 68   |                    |
| T2.2.10 | Service Provider Code of Conduct   | 70   |                    |
| T2.2.11 | RFP Declaration Form   | 73   |                    |
| T2.2.12 | Compulsory Enterprise Questionnaire  | 75   |                    |
| T2.2.13 | Certificate of Acquaintance with Tender Document                             | 78   |                    |

Name: ..... Signature: .....

Capacity: .....

|  |   |  |
|--|---|--|
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|--|---|--|

**PART T2.2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been taken into account in this Tender offer.


| ADD NO. | DATE | TITLE OR DETAILS |
|---------|------|------------------|
| 1.      |      |                  |
| 2.      |      |                  |
| 3.      |      |                  |
| 4.      |      |                  |
| 5.      |      |                  |

I, \_\_\_\_\_ of \_\_\_\_\_,  
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
 (Date)

|  |   |   |
|--|---|---|
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## PART T2.2.2: LOCAL EMPLOYMENT & SOURCING

The Stellenbosch Municipality has identified job creation and access to procurement opportunities by Start-ups, Small and Micro Enterprises (SMMEs) in the local community of the project area, as an essential requirement towards building an economically viable country. As such, the below targets will be a condition of contract.

### General Labour minimum target

It is mandatory that tenderers employ the minimum stipulated personnel on the contracts for the local community where the project is being implemented. This employment is outside the existing employees of the tenderers.

For the general labour force, the minimum number of people to be employed for the duration of the project will be calculated from the formula below.

$$\text{Number of Employees} = 4 * \left[ \frac{(\text{Contract Value in Rand})}{R1,000,000} \right]$$

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor is therefore expected in general to maximise the involvement of the local community.

Take note that the local labour employed must not be paid lower than the minimum approved municipal rates in that district or area. The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

### Procurement of Materials minimum target


Regarding procurement of materials, local is hereby defined as the district in which the project(s) is/are located. The minimum target for materials sourced locally is 30% of the contract value.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
(Date)

|   |  |  |
|---|--|--|
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|---|--|--|

**PART T2.2.3: UNEMPLOYMENT INSURANCE FUND (UIF) – REGISTRATION CERTIFICATE (ACT 4 OF 2004)**


A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

\_\_\_\_\_  
(Signature) (Date)



|  |   |  |
|--|---|--|
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|--|---|--|

**PART T2.2.4: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 5 (g), (h), (i) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Client/Client Agent shall ensure:

- that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- that the Principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely; and
- take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations:

1. I confirm that I am fully conversant with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014 and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014.

(Tick)

|            |  |
|------------|--|
| <b>YES</b> |  |
| <b>NO</b>  |  |


2. Proposed approach to achieve compliance with the Regulations (Tick)

|  |  |
|--|--|
| Own resources, competent in terms of the Regulations (refer to 3 below)                      |  |
| Own resources, still to be hired and/or trained (until competency is achieved)               |  |
| Specialist sub-contract resources (competent) - specify:<br>.....<br>.....<br>.....<br>..... |  |

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

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

4. Provide proof of Legal Liability training conducted from accredited service provider for all legal appointees as per legislation requirements:

|  |   |   |
|--|---|---|
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|--|---|---|

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

6. I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

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

7. I have made adequate provision for the health and safety measures and provided detailed breakdown in BoQ.


(Tick)

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

8. I confirm that I am fully conversant with Construction Regulations 2014 "Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Regulations and Exemptions

(Tick)

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

|  |   |  |
|--|---|--|
|  <p><b>STELLENBOSCH</b><br/> <small>STELLENBOSCH • PHILL • FRANSCHOEK</small><br/> <small>MUNICIPALITEIT • UMASIPALA • MUNICIPALITY</small></p> | <p><b>CIDB</b><br/> <b>THE CONTRACT</b><br/> <b>Vol. 2 of 3</b></p> | <p><b>Tender No: BSM 17/20</b><br/> <b>UPGRADING OF STELLENBOSCH</b><br/> <b>MUNICIPALITY FIRE STATION</b></p> |
|--|---|--|

9. I confirm that I have read the Safety, Health, Environment and Quality Policy for Construction and Maintenance Programmes and that my company will comply with all requirements stated.


(Tick)

|     |  |
|-----|--|
| YES |  |
| NO  |  |

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... Date .....

2. .... Date .....

|   |   |   |
|---|---|---|
|  <p><b>STELLENBOSCH</b><br/>STELLENBOSCH • PNIEL • TRANSCHHOEK<br/>MUNICIPALITEIT • UMASIPALA • MUNICIPALITY</p> | <p align="center"><b>CIDB</b><br/><b>THE CONTRACT</b><br/>Vol. 2 of 3</p> | <p><b>Tender No: BSM 17/20</b><br/><b>UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION</b></p> |
|---|---|---|

### T2.2.5: MBD 4 - DECLARATION OF INTEREST


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

|      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 3.1. | <b>Full Name of bidder or his or her representative</b>                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.2. | <b>Identity Number</b>   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.3. | <b>Position occupied in the Company (director, shareholder 2 etc.)</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.4. | <b>Company Registration Number</b>                                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.5. | <b>Tax Reference Number</b>  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.6. | <b>VAT Registration Number</b>   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |


|        |  |            |  |           |  |
|--------|--|------------|--|-----------|--|
| 3.7.   | <b>Are you presently in the service of the state?</b>                        | <b>YES</b> |  | <b>NO</b> |  |
| 3.7.1. | <b>If so, furnish particulars:</b>   |            |  |           |  |
|        |  |            |  |           |  |
| 3.8.   | <b>Have you been in the service of the state for the past twelve months?</b> | <b>YES</b> |  | <b>NO</b> |  |
| 3.8.1. | <b>If so, furnish particulars:</b>   |            |  |           |  |

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
    - i. any municipal council;
    - ii. any provincial legislature; or
    - iii. the National Assembly or the National Council of Provinces;
  - b. a member of the board of directors of any municipal entity;
  - c. an official of any municipality or municipal entity;
  - d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - e. an executive 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.

|  |  |  |
|--|--|--|
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|--|--|--|

|         |  |      |   |     |  |    |  |
|---------|--|------|---|-----|--|----|--|
|         |  | 3.9. | <b>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?</b> | YES |  | NO |  |
| 3.9.1.  | If so, furnish particulars:  |      |   |     |  |    |  |
|         |  |      |   |     |  |    |  |
| 3.10.   | <b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>                             | YES  |   | NO  |  |    |  |
| 3.10.1. | If so, furnish particulars:  |      |   |     |  |    |  |
|         |  |      |   |     |  |    |  |
| 3.11.   | <b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>   | YES  |   | NO  |  |    |  |
| 3.11.1. | If so, furnish particulars:  |      |   |     |  |    |  |
|         |  |      |   |     |  |    |  |
| 3.12.   | <b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>  | YES  |   | NO  |  |    |  |
| 3.12.1. | If so, furnish particulars:  |      |   |     |  |    |  |
|         |  |      |   |     |  |    |  |
| 3.13.   | <b>Do you or any of the directors, trustees, managers, principal 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?</b> | YES  |   | NO  |  |    |  |
| 3.13.1. | If so, furnish particulars:  |      |   |     |  |    |  |
|         |  |      |   |     |  |    |  |

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|--|---|--|

| 3.14.                 | Please provide the following information on ALL directors/shareholders/trustees/members below: |                            |                                |
|-----------------------|--|----------------------------|--------------------------------|
| Full Name and Surname | Identity Number  | Personal Income Tax Number | Provide State3 Employee Number |
|                       |  |                            |                                |
|                       |  |                            |                                |
|                       |  |                            |                                |
|                       |  |                            |                                |
|                       |  |                            |                                |
|                       |  |                            |                                |
|                       |  |                            |                                |

**NB:**

- a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)  
b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

#### 4. DECLARATION


I, the undersigned (name) \_\_\_\_\_  
certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

|                   |  |      |  |
|-------------------|--|------|--|
| SIGNATURE         |  | DATE |  |
| NAME OF SIGNATORY |  |      |  |
| POSITION          |  |      |  |
| NAME OF COMPANY   |  |      |  |

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

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

|   |   |  |
|---|---|--|
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|---|---|--|

**PART T2.2.6 MBD 5 DECLARATION FOR PROCUREMENT ABOVE 10 MILLION (VAT INCLUDED)**

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


|  |     |  |    |  |
|--|-----|--|----|--|
| 1. Are you by law required to prepare annual financial statements for auditing?  | YES |  | NO |  |
| 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.  |     |  |    |  |
| 2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?  | YES |  | NO |  |
| 2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.                 |     |  |    |  |
| 2.2. If yes, provide particulars.  |     |  |    |  |
|  |     |  |    |  |
| 3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?                                    | YES |  | NO |  |
| 3.1. If yes, furnish particulars   |     |  |    |  |
|  |     |  |    |  |
| 4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? | YES |  | NO |  |
| 4.1 If yes, furnish particulars  |     |  |    |  |
|  |     |  |    |  |

**CERTIFICATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

|              |  |      |  |
|--------------|--|------|--|
| SIGNATURE    |  | DATE |  |
| NAME (PRINT) |  |      |  |
| CAPACITY     |  |      |  |
| NAME OF FIRM |  |      |  |


|   |   |  |
|---|---|--|
|  <p><b>STELLENBOSCH</b><br/>STELLENBOSCH • PNEL • TRANSMOOER<br/>MUNISIPALITEIT • UMASIPALA • MUNICIPALITY</p> | <p><b>CIDB</b><br/><b>THE CONTRACT</b><br/><b>Vol. 2 of 3</b></p> | <p><b>Tender No: BSM 17/20</b><br/><b>UPGRADING OF STELLENBOSCH</b><br/><b>MUNICIPALITY FIRE STATION</b></p> |
|---|---|--|

### T2.2.7: MBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

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

|       |  |     |    |
|-------|--|-----|----|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><br><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>  | Yes | No |
| 4.1.1 | If so, furnish particulars:  |     |    |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br><i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i> | Yes | No |
| 4.2.1 | If so, furnish particulars:  |     |    |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?   | Yes | No |




|   |   |  |
|---|---|--|
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|---|---|--|

|       |  |     |    |
|-------|--|-----|----|
| 4.3.1 | If so, furnish particulars:  |     |    |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 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 | No |
| 4.5.1 | If so, furnish particulars:  |     |    |

## 5. 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.

|  |  |  |
|--|--|--|
|  <p><b>STELLENBOSCH</b><br/>         STELLENBOSCH • STIL • FRANSCHHOEK<br/>         MUNICIPALITY • UMASIPALA • MUNISIPALITEIT</p> | <p><b>CIDB</b><br/> <b>THE CONTRACT</b><br/>         Vol. 2 of 3</p> | <p><b>Tender No: BSM 17/20</b><br/> <b>UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION</b></p> |
|--|--|--|

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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 Tenderer**

I confirm that I am duly authorized to sign this contract.

|  |   |  |
|--|---|--|
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|--|---|--|

### **PART T2.2.8: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids 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>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION:**


In response to the invitation for the bid made by:

#### **STELLENBOSCH MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
  - 5.1. \_\_\_\_\_ has been requested to submit a bid in response to this bid invitation;

<sup>4</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.

|  |   |  |
|--|---|--|
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|--|---|--|

1. *Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.*
2. *Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.*

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

**CONTRACT:** \_\_\_\_\_


in response to the invitation for the Tender made by:

\_\_\_\_\_  
(Name of Institution)

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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) has been requested to submit a Tender in response to this Tender invitation;
  - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer

|  |   |  |
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6. The Tenderer has arrived at the accompanying Tender 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 Tendering.
7. In particular, without limiting the generality of paragraph 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 Tender;
  - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - (f) Tendering with the intention not to win the Tender.
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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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.

---

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


11. **N.B.:- THIS FORM MUST BE SIGNED BY THE TENDERER AND TWO WITNESSES**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer


|  |   |  |
|--|---|--|
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|--|---|--|

WITNESS (1) \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_

|  |   |   |
|--|---|---|
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|--|---|---|

**PART T2.2.9: MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.


I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member or partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the Tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|--------------------------|
|   |                          |
|   |                          |

**FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partner, etc.:**

| Director / Shareholder / Partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / Partner | Municipal Account number(s) |
|----------------------------------|----------------------------------|-----------------------------|--|-----------------------------|
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |
|                                  |                                  |                             |  |                             |

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|  <p><b>STELLENBOSCH</b><br/> <small>STELLENBOSCH • PNIEL • FRANSCHHOEK</small><br/> <small>MUNISIPALITEIT • UMASIPALA • MUNICIPALITY</small></p> | <p><b>CIDB</b><br/> <b>THE CONTRACT</b><br/> <b>Vol. 2 of 3</b></p> | <p><b>Tender No: BSM 17/20</b><br/> <b>UPGRADING OF STELLENBOSCH</b><br/> <b>MUNICIPALITY FIRE STATION</b></p> |
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|--|--|--|--|--|

**NB: Please attach certified copy(ies) of ID document(s) and Municipal Accounts**

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.


.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Tenderer



|   |   |  |
|---|---|--|
|  <p><b>STELLENBOSCH</b><br/>STELLENBOSCH • PNĪĒĻ • FRANSKHOEK<br/>MUNICIPALITEIT • UMASHIPATA • MUNICIPALITY</p> | <p><b>CIDB</b><br/><b>THE CONTRACT</b><br/><b>Vol. 2 of 3</b></p> | <p><b>Tender No: BSM 17/20</b><br/><b>UPGRADING OF STELLENBOSCH</b><br/><b>MUNICIPALITY FIRE STATION</b></p> |
|---|---|--|

## PART T2.2.10: SERVICE PROVIDER CODE OF CONDUCT

Stellenbosch Municipality aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with Stellenbosch Municipality must understand and support. These are:


- The General Conditions of Contract – Government Procurement.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (B-BBEE);
- The Companies Act, Act 71 of 2008, as amended
- The Prevention and Combating of Corrupt Activities Act (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000, as amended' and;
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Stellenbosch Municipality Service providers of Stellenbosch Municipality's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

### ***Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices***

Stellenbosch Municipality's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.


1. ***Stellenbosch Municipality will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.***
  - Stellenbosch Municipality and its employees will adhere the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
  - Stellenbosch Municipality Employees must not accept or request, agree or promise to accept, money, or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked 3<sup>rd</sup> party;
  - Employees may not receive anything that is intended to:
    - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
    - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or

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- Gain an improper advantage.
- There may be times when a service provider is confronted with fraudulent or corrupt behaviour of Stellenbosch Municipality employees. We expect our Service providers to use our "Tip-offs Anonymous" Hot line to report these acts on email [Scm.Contract@stellenbosch.gov.za](mailto:Scm.Contract@stellenbosch.gov.za)
- 2. ***Stellenbosch Municipality is firmly committed to the concept of free and competitive enterprise.***
  - Service providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
  - Stellenbosch Municipality does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
- 3. ***Stellenbosch Municipality's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits.***
  - Generally, service providers have their own business standards and regulations. Although Stellenbosch Municipality cannot control the actions of our service providers, we will not tolerate any illegal activities. These include, but are not limited to:
    - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
    - Collusion in whatever form that is intended to influence procurement decisions;
    - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
    - Corrupt activities listed above; and
    - Harassment, intimidation or other aggressive actions towards Stellenbosch Municipality employees.
  - Service providers will be evaluated and approved before any materials, components, products or services are purchased from them. A rigorous due diligence is conducted and the service provider is expected to participate in an honest and straight forward manner.
  - Service providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.
- 4. ***Conflicts of Interest***

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Stellenbosch Municipality.

- Doing business with family members or close associates.
- Having a financial or beneficial interest in another company in our industry or environment

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|--|---|--|
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Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then the Stellenbosch Municipality reserves its right to review doing business with these service providers.

I, \_\_\_\_\_ of \_\_\_\_\_ ,  
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
 (Date)

|   |   |  |
|---|---|--|
|  <p><b>STELLENBOSCH</b><br/> <small>STELLENBOSCH • PNIEL • FRANSCHHOEK</small><br/> <small>MUNISIPALITEIT • UMASEPALA • MUNICIPALITY</small></p> | <p><b>CIDB</b><br/> <b>THE CONTRACT</b><br/> <b>Vol. 2 of 3</b></p> | <p><b>Tender No: BSM 17/20</b><br/> <b>UPGRADING OF STELLENBOSCH</b><br/> <b>MUNICIPALITY FIRE STATION</b></p> |
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**PART T2.2.11: RFP DECLARATION FORM**

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Stellenbosch Municipality has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Stellenbosch Municipality sources, other than information formally received from the designated Stellenbosch Municipality contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Stellenbosch Municipality in issuing this RFP and the requirements requested from tenderers in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Stellenbosch Municipality as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


Indicate nature of relationship with the Stellenbosch Municipality:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


*[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Stellenbosch Municipality]*

|   |   |  |
|---|---|--|
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We declare, to the extent that we are aware or become aware of any relationship between ourselves and Stellenbosch Municipality (other than any existing and appropriate business relationship with Stellenbosch Municipality) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Stellenbosch Municipality immediately in writing of such circumstances.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

|   |                    |
|---|--------------------|
| <p>For and on behalf of</p><br><br><br><p>duly authorised thereto</p> | <p>AS WITNESS:</p> |
| <p>Name:</p>  | <p>Name:</p>       |
| <p>Position:</p>  | <p>Position:</p>   |
| <p>Signature:</p>   | <p>Signature:</p>  |
| <p>Date:</p>  |                    |
| <p>Place:</p>   |                    |

|  |  |   |
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**PART T2.2.12: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1:** Name of enterprise: .....

**Section 2:** VAT registration number, if any: .....

**Section 3:** CIDB registration number, if any: .....

**Section 4:** Particulars of sole proprietors and partners in partnerships

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
|      |                 |                            |
|      |                 |                            |
|      |                 |                            |

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

**Section 5: Particulars of companies and close corporations**

Company registration number .....


Close corporation number .....

Reference number .....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

|  |   |   |
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If any of the above boxes are marked, disclose the following:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|---|---|---|-----------------------|
|   |   | Current                                     | Within last 12 months |
|   |   |   |                       |
|   |   |   |                       |
|   |   |   |                       |
|   |   |   |                       |
|   |   |   |                       |

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**


Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|---------------------------------|---|---|-----------------------|
|                                 |   | Current                                     | Within last 12 months |
|                                 |   |   |                       |
|                                 |   |   |                       |
|                                 |   |   |                       |
|                                 |   |   |                       |
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

|   |   |  |
|---|---|--|
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- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.


I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

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

\_\_\_\_\_  
(Date)




|   |   |   |
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|---|---|---|

### **PART T2.2.13: CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENT**

NAME OF TENDERING ENTITY: \_\_\_\_\_

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Stellenbosch Municipality for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that Stellenbosch Municipality shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services 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 Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention not winning the Tender.
7. 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 Services to which this RFP relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders 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 South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable

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

\_\_\_\_\_  
(Date)

|  |   |  |
|--|---|--|
|  <p><b>STELLENBOSCH</b><br/>STELLENBOSCH • STIEL • FRANKHOEK<br/>MUNICIPALITEIT • UMASHALA • MUNICIPALITY</p> | <p><b>CIDB</b><br/><b>THE CONTRACT</b><br/><b>Vol. 2 of 3</b></p> | <p><b>Tender No: BSM 17/20</b><br/><b>UPGRADING OF STELLENBOSCH</b><br/><b>MUNICIPALITY FIRE STATION</b></p> |
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## PART T2.3: RETURNABLE DOCUMENTS

**Notes:**


Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

| SECTION | SUB-INDEX T2.3                                 | PAGE | TENDERER COMPLIED? |
|---------|--|------|--------------------|
| T2.3.1  | Related Experience of Tenderer                 | 81   |                    |
| T2.3.2  | Management and CV's of Key Persons             | 83   |                    |
| T2.3.3  | Schedule of Plant and Equipment                | 84   |                    |
| T2.3.4  | Schedule of Proposed Sub-Contractors           | 86   |                    |
| T2.3.5  | Programme                                      | 87   |                    |
| T2.3.6  | Financial Standing / Bank Rating               | 88   |                    |
| T2.3.7  | Quality Plan                                   | 89   |                    |
| T2.3.8  | Health and Safety                              | 90   |                    |
| T2.3.9  | Capacity and Ability to meet Delivery Schedule | 91   |                    |
| T2.3.10 | Statement of Technical Compliance              | 92   |                    |

Name: ..... Signature: .....

Capacity: .....

|   |  |   |
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**PART T2.3.1: RELATED EXPERIENCE OF TENDERER**

The Tenderer shall list below or in a separate schedule a statement of those works/services of similar nature which they have satisfactorily completed in the past ten years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied. Present commitments and their due dates for completion shall also be listed. Where applicable, the project value can be adjusted to reflect the impact of inflation, using the Consumer Price Index (CPI) with the completion date being taken as the base date for the calculation

**1. PREVIOUS PROJECTS UNDERTAKEN**

| EMPLOYER                             |   | DESCRIPTION AND NATURE OF WORKS/SERVICES | VALUE OF WORK (INCL. VAT) | DATE COMPLETED |
|--------------------------------------|---|--|---------------------------|----------------|
| EMPLOYER / CONTACT PERSON / TEL. NO. | PM; ENGINEER; PRINCIPLE AGENT / CONTACT PERSON / TEL. NO. |  |                           |                |
|                                      |   |  |                           |                |
|                                      |   |  |                           |                |
|                                      |   |  |                           |                |
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**2. CURRENT PROJECTS UNDERTAKEN**

| EMPLOYER                           |   | DESCRIPTION AND NATURE OF WORKS/SERVICES | VALUE OF WORK (INCL. VAT) | DATE COMPLETED |
|------------------------------------|---|--|---------------------------|----------------|
| EMPLOYER/ CONTACT PERSON/ TEL. NO. | PM; ENGINEER; PRINCIPAL AGENT/ CONTACT PERSON/ TEL. NO. |  |                           |                |
|                                    |   |  |                           |                |
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|                                    |   |  |                           |                |


\*insert separate page if necessary

I, \_\_\_\_\_ of \_\_\_\_\_ ,  
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
 (Date)

|   |   |  |
|---|---|--|
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### PART T2.3.2: MANAGEMENT AND CV'S OF KEY PERSONS

The experience of assigned staff members in relation to the Scope of Services will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, legislation, techniques, etc.

For purpose of evaluation, the Tenderer shall attach hereto a shortened CV, qualifications and registrations for each key member available to work on the project in the Categories **1) Site Foreman** and **2) Contracts Manager or Contracts Director**. CV's of the assigned staff members of not more than 2 pages each should be attached to this schedule.

Each CV should be structured under the following headings:


1. Personal particulars:
  - name.
  - date and place of birth.
  - place (s) of tertiary education and dates associated therewith.
  - professional awards.
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
3. Skills.
4. Name of current employer and position in enterprise.
5. Overview of post graduate / diploma relevant similar experience (year, organization and position).
6. Outline of recent similar assignments / experience that has a bearing on the scope of work.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

|   |   |  |
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|---|---|--|


**PART T2.3.3: SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that the Tenderer presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Tender is accepted.

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

| DESCRIPTION (type, size, capacity etc.) | QUANTITY | YEAR OF MANUFACTURE |
|---|----------|---------------------|
|   |          |                     |
|   |          |                     |
|   |          |                     |
|   |          |                     |
|   |          |                     |
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|   |          |                     |

\*Attach additional pages if more space is required.

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|---|---|--|

(b) **Details of major equipment that will be hired, or acquired for this contract if Tender is accepted. Contact details of plant hire company to be provided.**

| DESCRIPTION (type, size, capacity, etc.) | QUANTITY | HOW ACQUIRED |        |
|--|----------|--------------|--------|
|  |          | HIRE/ BUY    | SOURCE |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
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|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |

\*Attach additional pages if more space is required


The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

I, \_\_\_\_\_ of \_\_\_\_\_,  
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

\_\_\_\_\_  
 (Signature) (Date)



|   |   |  |
|---|---|--|
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|---|---|--|

### PART T2.3.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS

*This returnable is to be read in conjunction with T2.4.2 PPPFA Prequalify & Subcontracting Schedule. By signing this returnable, the tenderer confirms alignment in full.*

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors / Sub consultants in accordance with requirements in the contract for such appointments and to provide copies of the subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.


|    | Name and address of proposed Subcontractor | Nature and extent of work | Previous experience with Subcontractor. |
|----|--|---------------------------|---|
| 1. |  |                           |   |
| 2. |  |                           |   |
| 3. |  |                           |   |
| 4. |  |                           |   |

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

|   |  |   |
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|---|--|---|

### PART T2.3.5: PROGRAMME

**Note to tenderers:**

The Tenderer needs to submit a programme/schedule in Microsoft Projects, based on a 10-calendar month construction period, in order to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required.

The programme must include the following:


1. Level 3 minimum break-down;
2. Milestones indicated;
3. Critical path shown;
4. Cost-loaded;
5. Resource-loaded and
6. Accompanying monthly construction cash flow.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

|   |   |  |
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|---|---|--|

**PART T2.3.6: FINANCIAL STANDING / BANK RATING**

The Tenderer shall make enquiries to obtain a bank rating from their bank, and attach to this section of the tender. The Tenderer is to provide the following details of his banker and bank account that he intends to use for the project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (at bank): .....

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.


**NB: IT IS REQUIRED FOR THE TENDERER TO SUBMIT CURRENT THREE (3) YEARS ANNUAL AUDITED FINANCIAL STATEMENTS**

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

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|---|--|--|

### PART T2.3.7: QUALITY PLAN

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:


1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

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|---|---|--|

**PART T2.3.8: HEALTH AND SAFETY**

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Proof of Effective Safety Management System.
3. Six months synopsis of SHE incidents, description, type and action taken.
4. SHE challenges envisaged for the project and how they will be addressed and overcome.
5. Construction Safety File (Index)

**Index of documentation attached to this schedule:**

.....

.....


.....

.....

I, \_\_\_\_\_ of \_\_\_\_\_,  
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

\_\_\_\_\_  
 (Signature) (Date)

|  |   |  |
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|--|---|--|

### **PART T2.3.9: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE**

**Note to tenderers:**

The Tenderer is required to demonstrate to the Employer that he has sufficient current and future capacity to carry out the work as detailed in the Works Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:


- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on; and
- The work as covered in the Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

I, \_\_\_\_\_ of \_\_\_\_\_,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

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

\_\_\_\_\_  
(Date)

|   |  |   |
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|---|--|---|

**PART T2.3.10: STATEMENT OF TECHNICAL COMPLIANCE**

**Note to tenderers:**

Tenderers shall complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Scope of Works Information and the project specifications. Each statement of less than full compliance must be properly clarified.

**Index of documentation attached to this schedule:**

.....

.....

.....

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.....

.....


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.....

I, \_\_\_\_\_ of \_\_\_\_\_ ,  
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

\_\_\_\_\_  
(Signature) (Date)

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|--|---|--|

**PART T2.4: RETURNABLE DOCUMENTS**

**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.


- **Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.**

| SECTION | SUB-INDEX T2.4  | PAGE | TENDERER COMPLIED? |
|---------|---|------|--------------------|
| T2.4.2  | MBD 6.1 - Broad Based Black Empowerment Status Level Certificate                        | 94   |                    |
| T2.4.3  | MBD 6.2 Declaration Certificate for Local Production and Content for Designated Sectors | 100  |                    |

Name: ..... Signature: .....

Capacity: .....



|   |  |   |
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|---|--|---|

**PART T2.4.2: MBD 6.1 - BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE**

**NB:**

**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.**

**1. GENERAL CONDITIONS**

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

|  | <b>POINTS</b> |
|--|---------------|
| 1.1.1. Price   | 80            |
| 1.1.2. B-BBEE status level of contribution               | 20            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>    |

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

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


**2. DEFINITIONS**

2.1 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

|   |   |  |
|---|---|--|
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|---|---|--|

- 2.5 “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

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


**Where:**

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

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

|   |   |   |
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|---|---|---|

## 5. BID DECLARATION

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

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

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


(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 7. SUB-CONTRACTING

|  |     |  |    |   |
|--|-----|--|----|---|
| 7.1 Will any portion of the contract be sub-contracted? ( <i>Tick applicable box</i> ) | YES |  | NO |   |
| 7.1.1 If yes, indicate:  |     |  |    |   |
| 7.1.1.1 what percentage of the contract will be subcontracted?                         |     |  |    | % |
| 7.1.1.2 the name of the sub-contractor?  |     |  |    |   |
| 7.1.1.3 the B-BBEE status level of the sub-contractor?                                 |     |  |    |   |
| 7.1.1.4 whether the sub-contractor is an EME or QSE? ( <i>Tick applicable box</i> )    | YES |  | NO |   |

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


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

|  |  |  |
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|--|--|--|

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

|   |   |  |
|---|---|--|
| <b>8.1 Name of Company/firm:</b>  |   |  |
| <b>8.2 VAT registration number</b>                                      |   |  |
| <b>8.3 Company registration number</b>                                  |   |  |
| <b>8.4 Type of Company/Firm:</b><br><i>(Tick applicable box)</i>        | Partnership / Joint Venture / Consortium        |  |
|   | One person business / sole proprietor           |  |
|   | Close Corporation                               |  |
|   | Company   |  |
|   | (Pty) Limited                                   |  |
| <b>8.5 Describe Principal Business Activities</b>                       |   |  |
|   |   |  |
|   |   |  |
|   |   |  |
| <b>8.6 Company Classification</b><br><i>(Tick applicable box)</i>       | Manufacturer                                    |  |
|   | Supplier  |  |
|   | Professional service provider                   |  |
|   | Other service providers, e.g. transporter, etc. |  |
| <b>8.7 Municipal Information</b>  |   |  |
| <b>Municipality where business is situated:</b>                         |   |  |
| <b>Registered Account Number:</b>                                       |   |  |
| <b>Stand Number:</b>  |   |  |
| <b>8.8 Total Number of years the Company/Firm has been in business:</b> |   |  |


9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 1.4

|  |   |   |
|--|---|---|
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and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

|                         |  |            |  |
|-------------------------|--|------------|--|
| SIGNATURE OF BIDDER(S): |  |            |  |
| WITNESS 1:              |  | WITNESS 2: |  |
| DATE:                   |  |            |  |
| ADDRESS:                |  |            |  |
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|---|---|---|

**SWORN AFFIDAVIT –B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

|                            |  |
|----------------------------|--|
| <b>Enterprise Name</b>     |  |
| <b>Trading Name</b>        |  |
| <b>Registration Number</b> |  |
| <b>Enterprise Address</b>  |  |

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**


|                           |   |  |
|---------------------------|---|--|
| 100% black owned          | <b>Level One</b> (135% B-BBEE procurement recognition)  |  |
| More than 51% black owned | <b>Level Two</b> (125% B-BBEE procurement recognition)  |  |
| Less than 51% black owned | <b>Level Four</b> (100% B-BBEE procurement recognition) |  |

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths  
Signature & stamp

|   |  |   |
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## PART T2.4.3: MBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

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

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


Where

x is the imported content in Rand

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

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

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

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

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| # | Description of services, works or goods        | Stipulated minimum threshold as a % |
|---|--|-------------------------------------|
| 1 | Electrical wires                               | 90%                                 |
| 2 | Electrical conduits                            | 100%                                |
| 3 | Electrical boxes                               | 100%                                |
| 4 | Valves products                                | 70%                                 |
| 5 | Steel products and components for construction | 100%                                |
| 6 | Standby Generator                              | 70%                                 |

Please submit also letters of exemption from dti if local content is not 100%. Please ensure that you put all the items on Annexure A on which you make an offer.

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):


| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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


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

|                         |  |
|-------------------------|--|
| SIGNATURE OF BIDDER(S): |  |
|-------------------------|--|



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|            |  |            |  |
|------------|--|------------|--|
| WITNESS 1: |  | WITNESS 2: |  |
| DATE:      |  |            |  |
| ADDRESS:   |  |            |  |
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**LOCAL CONTENT DECLARATION**

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

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

**IN RESPECT OF TENDER NO. BSM 17/20 ISSUED BY STELLENBOSCH MUNICIPALITY.**

**NB:**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.


I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity),  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

|                              |   |
|------------------------------|---|
| Bid price, excluding VAT (y) | R |
|------------------------------|---|

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|  |   |
|--|---|
| Imported content (x), as calculated in terms of SATS 1286:2011     | R |
| Stipulated minimum threshold for local content (paragraph 3 above) |   |
| Local content %, as calculated in terms of SATS 1286:2011          |   |

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

|                       | SIGNATURE | DATE |
|-----------------------|-----------|------|
| <b>TENDERER:</b>      |           |      |
| <b>WITNESS No. 1:</b> |           |      |
| <b>WITNESS No. 2:</b> |           |      |

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SATS 1286.2011

### Annex C

#### Local Content Declaration - Summary Schedule


|             |                                  |  |   |
|-------------|----------------------------------|--|---|
| <i>(C1)</i> | <b>Tender No.</b>                | B/SM/22/19   |   |
| <i>(C2)</i> | <b>Tender description:</b>       | Upgrading of Stellenbosch Municipality Fire Station                          | <b>Note: VAT to be excluded from all calculations</b> |
| <i>(C3)</i> | <b>Designated product(s)</b>     |  |   |
| <i>(C4)</i> | <b>Tender Authority:</b>         |  |   |
| <i>(C5)</i> | <b>Tendering Entity name:</b>    |  |   |
| <i>(C6)</i> | <b>Tender Exchange Rate:</b>     | Dollar <input type="text"/> EU <input type="text"/> GBP <input type="text"/> |   |
| <i>(C7)</i> | <b>Specified local content %</b> |  |   |

| Tender item no's  | List of items                                  | Calculation of local content |                         |   |                |              |                            | Tender summary |                    |                                 |                        |
|---|--|------------------------------|-------------------------|---|----------------|--------------|----------------------------|----------------|--------------------|---------------------------------|------------------------|
|   |  | Tender price each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value  | Local content % (per item) | Tender Qty     | Total tender value | Total exempted imported content | Total Imported content |
| <i>(C8)</i>   | <i>(C9)</i>                                    | <i>(C10)</i>                 | <i>(C11)</i>            | <i>(C12)</i>                                  | <i>(C13)</i>   | <i>(C14)</i> | <i>(C15)</i>               | <i>(C16)</i>   | <i>(C17)</i>       | <i>(C18)</i>                    | <i>(C19)</i>           |
| <b>Note:<br/>A detailed break-down of bill items to be provided</b> | Electrical wires                               |                              |                         |   |                |              |                            |                |                    |                                 |                        |
|   | Electrical conduits                            |                              |                         |   |                |              |                            |                |                    |                                 |                        |
|   | Electrical boxes                               |                              |                         |   |                |              |                            |                |                    |                                 |                        |
|   | Valves products                                |                              |                         |   |                |              |                            |                |                    |                                 |                        |
|   | Steel products and components for construction |                              |                         |   |                |              |                            |                |                    |                                 |                        |
|   | Standby Generator                              |                              |                         |   |                |              |                            |                |                    |                                 |                        |

**Signature of tenderer from Annex B** \_\_\_\_\_


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

Date: \_\_\_\_\_

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|  |                               |   |                       |                          |   |   |                               |                                       |  |  |                   |                                |
|--|-------------------------------|---|-----------------------|--------------------------|---|---|-------------------------------|---------------------------------------|--|--|-------------------|--------------------------------|
| <b>SATS 1286.2011</b>  |                               |   |                       |                          |   |   |                               |                                       |  |  |                   |                                |
| <b>Annex D</b>   |                               |   |                       |                          |   |   |                               |                                       |  |  |                   |                                |
| <b>Imported Content Declaration - Supporting Schedule to Annex C</b> |                               |   |                       |                          |   |   |                               |                                       |  |  |                   |                                |
| (D1)   | <b>Tender No.</b>             | B/SM/22/19  |                       |                          |   | <b>Note: VAT to be excluded from all calculations</b> |                               |                                       |  |  |                   |                                |
| (D2)   | <b>Tender description:</b>    | Upgrading of Stellenbosch Municipality Fire Station |                       |                          |   |   |                               |                                       |  |  |                   |                                |
| (D3)   | <b>Designated Products:</b>   |   |                       |                          |   |   |                               |                                       |  |  |                   |                                |
| (D4)   | <b>Tender Authority:</b>      |   |                       |                          |   |   |                               |                                       |  |  |                   |                                |
| (D5)   | <b>Tendering Entity name:</b> |   |                       |                          |   |   |                               |                                       |  |  |                   |                                |
| (D6)   | <b>Tender Exchange Rate:</b>  | Dollar  |                       | EU                       |   | GBP   |                               |                                       |  |  |                   |                                |
| <b>A. Exempted imported content</b>                                  |                               |   |                       |                          | <b>Calculation of imported content</b>                  |   |                               |                                       |  | <b>Summary</b>                                 |                   |                                |
|  | <b>Tender item no's</b>       | <b>Description of imported content</b>              | <b>Local supplier</b> | <b>Overseas Supplier</b> | <b>Foreign currency value as per Commercial Invoice</b> | <b>Tender Exchange Rate</b>                           | <b>Local value of imports</b> | <b>Freight costs to port of entry</b> | <b>All locally incurred landing costs &amp; duties</b> | <b>Total landed cost excl VAT</b>              | <b>Tender Qty</b> | <b>Exempted imported value</b> |
|  | (D7)                          | (D8)  | (D9)                  | (D10)                    | (D11)   | (D12)   | (D13)                         | (D14)                                 | (D15)  | (D16)  | (D17)             | (D18)                          |
|  |                               |   |                       |                          |   |   |                               |                                       |  | <b>(D19) Total exempt imported value</b>       |                   |                                |
|  |                               |   |                       |                          |   |   |                               |                                       |  | This total must correspond with Annex C - C 21 |                   |                                |

Please note that Excel versions of these schedules are included on the Compact Disc provided, for the Tenderer's compilation.


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**B. Imported directly by the Tenderer**


| Tender item no's                              | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content                  |                         |                        |                                |   |                            | Summary    |                      |
|---|---------------------------------|-----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|----------------------------|------------|----------------------|
|   |                                 |                 |                   | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
| (D20)   | (D21)                           | (D22)           | (D23)             | (D24)  | (D25)                   | (D26)                  | (D27)                          | (D28)                                       | (D29)                      | (D30)      | (D31)                |
|   |                                 |                 |                   |  |                         |                        |                                |   |                            |            |                      |
|   |                                 |                 |                   |  |                         |                        |                                |   |                            |            |                      |
|   |                                 |                 |                   |  |                         |                        |                                |   |                            |            |                      |
|   |                                 |                 |                   |  |                         |                        |                                |   |                            |            |                      |
|   |                                 |                 |                   |  |                         |                        |                                |   |                            |            |                      |
|   |                                 |                 |                   |  |                         |                        |                                |   |                            |            |                      |
| <b>(D32) Total imported value by tenderer</b> |                                 |                 |                   |  |                         |                        |                                |   |                            |            |                      |

**C. Imported by a 3rd party and supplied to the Tenderer**

| Description of imported content                | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content                  |                         |                        |                                |   |                            | Summary           |                      |
|--|-----------------|----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|----------------------------|-------------------|----------------------|
|  |                 |                |                   | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
| (D33)  | (D34)           | (D35)          | (D36)             | (D37)  | (D38)                   | (D39)                  | (D40)                          | (D41)                                       | (D42)                      | (D43)             | (D44)                |
|  |                 |                |                   |  |                         |                        |                                |   |                            |                   |                      |
|  |                 |                |                   |  |                         |                        |                                |   |                            |                   |                      |
|  |                 |                |                   |  |                         |                        |                                |   |                            |                   |                      |
|  |                 |                |                   |  |                         |                        |                                |   |                            |                   |                      |
|  |                 |                |                   |  |                         |                        |                                |   |                            |                   |                      |
| <b>(D45) Total imported value by 3rd party</b> |                 |                |                   |  |                         |                        |                                |   |                            |                   |                      |

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| D. Other foreign currency payments  |                                   |                      | Calculation of foreign currency payments |                         |  |  |  |  |  | Summary of payments                            |  |
|---|-----------------------------------|----------------------|--|-------------------------|--|--|--|--|--|--|--|
| Type of payment   | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange |  |  |  |  |  | Local value of payments                        |  |
| <i>(D46)</i>  | <i>(D47)</i>                      | <i>(D48)</i>         | <i>(D49)</i>                             | <i>(D50)</i>            |  |  |  |  |  | <i>(D51)</i>                                   |  |
|   |                                   |                      |  |                         |  |  |  |  |  |  |  |
|   |                                   |                      |  |                         |  |  |  |  |  |  |  |
|   |                                   |                      |  |                         |  |  |  |  |  |  |  |
| <i>(D52)</i> Total of foreign currency payments declared by tenderer and/or 3rd party                                 |                                   |                      |  |                         |  |  |  |  |  |  |  |
| Signature of tenderer from Annex B  |                                   |                      |  |                         |  |  |  |  |  |  |  |
| <i>(D53)</i> Total of imported content & foreign currency payments - <i>(D32)</i> , <i>(D45)</i> & <i>(D52)</i> above |                                   |                      |  |                         |  |  |  |  |  |  |  |
| Date:   |                                   |                      |  |                         |  |  |  |  |  | This total must correspond with Annex C - C 23 |  |

|  |  |   |
|--|--|---|
|  <p><b>STELLENBOSCH</b><br/>STELLENBOSCH • ENDE • TRANSCHEUR<br/>MUNISIPALITEIT • UMAPHALA • MUNICIPALITY</p> | <p><b>CIDB</b><br/><b>THE CONTRACT</b><br/>Vol. 2 of 3</p> | <p>Tender No: BSM 17/20<br/>UPGRADING OF STELLENBOSCH<br/>MUNICIPALITY FIRE STATION</p> |
|--|--|---|

SATS 1286.2011

**Annex E**

**Local Content Declaration - Supporting Schedule to Annex C**

|                                    |   |   |
|------------------------------------|---|---|
| (E1) <b>Tender No.</b>             | B/SM/22/19  | <b>Note: VAT to be excluded from all calculations</b> |
| (E2) <b>Tender description:</b>    | Upgrading of Stellenbosch Municipality Fire Station |   |
| (E3) <b>Designated products:</b>   |   |   |
| (E4) <b>Tender Authority:</b>      |   |   |
| (E5) <b>Tendering Entity name:</b> |   |   |

| Local Products<br>(Goods, Services and Works)                | Description of items purchased | Local suppliers | Value |
|--|--------------------------------|-----------------|-------|
|  | (E6)                           | (E7)            | (E8)  |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
|  |                                |                 |       |
| <b>(E9) Total local products (Goods, Services and Works)</b> |                                |                 |       |

|   |  |  |
|---|--|--|
| (E10) <b>Manpower costs</b>                       | (Tenderer's manpower cost)   |  |
| (E11) <b>Factory overheads</b>                    | (Rental, depreciation & amortisation, utility costs, consumables etc.) |  |
| (E12) <b>Administration overheads and mark-up</b> | (Marketing, insurance, financing, interest etc.)                       |  |
| <b>(E13) Total local content</b>                  |  |  |
| This total must correspond with Annex C -         |  |  |
| C24   |  |  |

**Signature of tenderer from Annex B**

\_\_\_\_\_

Date: \_\_\_\_\_





**STELLENBOSCH**  
STELLENBOSCH • PNILL • FRANSCHHOEK  
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**VOLUME 3 OF 3**

**THE CONTRACT**

**TENDER NO. BSM 17/20**

**UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE  
STATION**

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### Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

| <b>Document Reference</b> | <b>Title</b>   | <b>Page</b> |
|---------------------------|--|-------------|
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| ANNEXURE C :              | DRAWINGS.....  |             |

**NOTE:** ALL ANNEXURES MUST BE RETRIEVED FROM THE ATTACHED COMPACT DISC

## THE CONTRACT

- C1 : AGREEMENT AND CONTRACT DATA**
- C2 : PRICING DATA**
- C3 : SCOPE OF WORKS**
- C4 : SITE INFORMATION**
- C5 : ANNEXURES [ATTACHED COMPACT DISC]**

|   |
|---|
| <b>PART C1: AGREEMENT AND CONTRACT DATA</b> |
|---|

| Document reference | Title   | No of pages |
|--------------------|---|-------------|
| C1.1               | Form of Offer and Acceptance  | 4           |
| C1.2               | Contract Data   | 10          |
| C1.3               | Form of Guarantee   | 3           |
| C1.3               | Adjudicator Appointment   | 3           |
| C1.4               | Agreement in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) | 4           |
|                    | Total number of pages   | 24          |

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

**OFFER**

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

**TENDER NO. BSM 17/20: THE APPOINTMENT OF THE CONTRACTOR FOR THE UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION**

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 apart 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.

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

**FOR THE TENDERER:**

Signature(s) .....

Name(s) .....

Capacity .....

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

Name and signature of Witness .....

Date .....

**ACCEPTANCE**

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing Data

Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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. 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 working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

**FOR THE EMPLOYER:**

Signature(s) .....

Name(s) .....

Capacity .....

**Stellenbosch Municipality**  
 Stellenbosch Municipal Chambers  
 Plein Street,  
 Stellenbosch, Western Cape Province

Name and signature of Witness .....

Date .....

**SCHEDULE OF DEVIATIONS**

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**6 Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or 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.

**FOR THE TENDERER:**

Signature(s) .....

Name(s) .....

Capacity .....

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

Name and signature of Witness .....

Date .....

**FOR THE EMPLOYER:**

Signature(s) .....

Name(s) .....

Capacity .....

**Stellenbosch Municipality**  
Stellenbosch Municipal Chambers  
Plein Street,  
Stellenbosch, Western Cape Province

Name and signature of Witness

Date .....



|             |                      |
|-------------|----------------------|
| <b>C1.2</b> | <b>CONTRACT DATA</b> |
|-------------|----------------------|

**C1.2.1**      **CONDITIONS OF CONTRACT****PART 1:      GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;) and or any other bodies affiliated by the JBCC

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

**PART 2:      SPECIAL CONDITIONS OF CONTRACT****1.      GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the JBCC 2005 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special conditions that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC 2005, are replaced with the Forms included in this Project Document.

**2.      AMENDMENTS TO THE JBCC 2005 CONDITIONS OF CONTRACT****SCC 1.1      Definitions****SCC 1.1      "Bill of Quantities"**

**Add the following :**

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"For this Contract "Schedule of Quantities" will have the same meaning as "Bill of Quantities" and will form part of the Pricing Data as defined in the General Conditions of Contract."

**SCC 1.1** "Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Principal Agent or delivered to the Contractor by the Principal Agent.

**SCC 1.1** "Letter of Notification" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Tender Adjudication Committee sent to all Tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful Tenderer's Offer and no rights shall accrue."

**SCC 1.9** Add the following new Clause:

"**SCC 1.9** The copyright in all documents, drawing and records (prepared by the Principal Agent) related in any manner to the Works shall vest in the Employer or the Principal Agent or both (according to the details of the Contract that has been entered into by the Principal Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect."

**SCC 3.5** Delete sub-clause 3.5

**SCC 3.6** Delete sub-clause 3.6

**SCC 3.9** Delete sub-clause 3.9

**SCC 3.10** Delete sub-clause 3.10

**SCC 7** Legal Provisions

Add the following:

"7.3 The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract."

**7.3.1** Contractor's liability as mandatory

"Notwithstanding any actions which the Employer may take, the Contractor accepts sole

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act."

**7.3.2 Contractor to notify Employer**

"The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations."

**7.3.3 Contractor's Designer**

"The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract."

**SCC 13 Add sub-clause 13.3**

"The contractor may not subcontract the whole of the work without the written instruction or approval of the employer and principal agent. In such event the employer may require the contractor to cede the contract to the subcontractor."

**SCC 14 Amend sub-clause 14.1**

"The employer shall choose security to be provided. The contractor shall provide the security required or chosen by the employer in the contract data. The required security shall be included in the contractor's tender.

**SCC 15.1.1 Delete sub-clause 15.1.1**

**SCC 21 Replace sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:**

"The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work."

**SCC 30.1 Replace reference to 36.3 at end of sentence with 36.0**

**SCC 31.9 Sub-clause 31.9 is hereby amended by the substitution of the words "seven (7) calendar days" in the first line by the words "thirty (30) calendar days"**

**SCC 31.12**

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

**SCC 32.12** Delete sub-clause

**SCC 34.13** Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

**SCC 40.0(41)** Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:

40.1# Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.

40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

**SCC 12.1 (41.0)** Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCC 12.2 (41.0)** Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall ....."

**SCC 11.1 (41.0)** Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.

**SCC 41.0** Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)

**SCC 41.0** Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**

**SCC 41.0** Delete in the **state** sub-clause 10.3. Sub-clause 10.3 of the non-**state** clauses will apply to the **contract**

**SCC 41.0** Add sub-clause 32.15 and 34.3 to 5.1.2

**SCC 41.0** Add in the following clause to 41.0  
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 stated date 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.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.2.2 CONTRACT SPECIFIC DATA**

**C1.2.2 CONTRACT SPECIFIC DATA**

**A. DATA TO BE PROVIDED BY THE EMPLOYER**

**PART 1: DATA PROVIDED BY THE EMPLOYER**

**42.1.1** The Employer is the **Stellenbosch Municipality**  
 The address of the Employer is:  
 Address (physical): Plein Street, Stellenbosch, Western Cape Province  
 Address (postal): Stellenbosch Municipality,  
 P. O. Box 17  
 Stellenbosch,  
 7599  
 Telephone: (021) 808 8978  
 Facsimile: TBA

**42.1.2** The Principal Agent: V3 Consulting Engineers  
 Telephone: (021) 045 0064  
 Facsimile: (087) 405 0471  
 Address (physical): 1<sup>st</sup> Floor Barinor Vineyards North  
 Vineyards Office Estate  
 99 Jip de Jager Drive  
 Tyger Valley  
 7530  
 Address (postal): P.O. Box 6449, Welgemoed, 7538

**42.2.1** The Works comprise Construction and Upgrading of Stellenbosch Municipality Fire Station including associated siteworks, as per the drawings attached in part C5 – Annexures [Refer to attached Compact Disc].

**42.2.2** The Site is Stellenbosch Municipality Fire Station, Cnr Cluver Street & Helshoogte Road, Stellenbosch, 7600.

**42.2.3** The Works or installations to be undertaken by direct contractors comprises  
**Control Room Equipment and ancillary works**

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

**42.2.4** The Employer is an organ of State

- 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.
- Lateral support insurance is to be effected by the contractor
- Payment will not be made for materials and goods
- Extended defects liability period will apply to the following elements:

***Not applicable***

**42.2.5** Possession of the site is to be given within three days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0 and the Contract has been signed by both parties.

**42.2.6** The period for the commencement of the works after the contractor takes possession of the site is 2 working days.

Completion:

For the works as a whole:

The date for practical completion for the Completion Of Works shall be **(10) ten months** from the commencement date.

The penalty per calendar day per section is **R5 000** up to a maximum of **10%** of the contract value there after the employer shall have a right during the identified delay period to step- in and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The appointed third party work shall be at the cost of the contractor.

**42.2.9** The law applicable to the agreement shall be that of the Republic of South Africa.

**42.3.1** Contract works insurance (construction guarantee) is to be effected by the contractor for a sum not less than the contract sum plus **10%**.

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association. (SASRIA)

**42.3.3** Public liability insurance to be effected by the contractor for the sum of **R**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10 000 000.00 with a deductible in an amount that the contractor deems appropriate.

42.3.4 Support insurance: Deemed Not Applicable

42.4.1 A waiver of the contractor's lien or right of continuing possession is required.

42.4.2 One copy of the construction document is to be supplied to the contractor free of charge.

42.4.5 JBCC Engineering General Conditions are not to be included in the contract document.

42.4.6 CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non- performance by the employer, the CPAP shall be applicable; however where the period is extended due contractor's failure to perform or delay caused by the contractor CPAP shall not be applicable. The contract value is to be adjusted using CPAP indices. The base month to be used to calculate CPAP is **(not applicable)** The value of the certificates issued shall be adjusted in accordance with the JBCC Contract Price Adjustment Schedules.

42.5.4 The preliminaries amounts shall be paid in terms of Alternative A and the contractor shall not have the right to select Alternative B.

31.3 The issue of an interim payment certificates shall be done no later than the 25<sup>th</sup> of each month, unless otherwise directed by the Employer.

29.1.1 The contractor shall allow ten (10) working days during the contract (10 months) for the adverse effect of weather conditions and shall not be entitled to a revision of the date for Practical Completion for delays suffered by adverse weather conditions.

14.5 The Employer will not provide advanced payments against an advanced payment guarantee

14.2 and 14.4 The construction guarantee is to be a fixed guarantee in accordance with the JBCC.

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|                      |                      |                      |                      |                      |                      |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Contractor           | Witness 1            | Witness 2            | Employer             | Witness 1            | Witness 2            |



**40.0** Dispute resolution shall be by adjudication. If a dispute is unresolved by adjudication the dispute shall be finally settled by an arbitrator to be agreed between the parties.

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

**Clause 42.5.1:**

The name of the Contractor is

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*The legal name of the Contractor.*

**Clause 42.5.1 [1.2]:**

The address of the Contractor is

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***The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.***

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.3 PERFORMANCE GUARANTEE**

**C1.3.1 CONSTRUCTION GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means .....

Physical address .....

Guarantor's signatory 1 ..... Capacity.....

Guarantor's signatory 1 ..... Capacity .....

Employer means **Stellenbosch Municipality**

Contractor means .....

Agent means .....

Works means .....

Site means .....

Agreement means the JBCC Series 2000 Principal Building Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R .....

Amount in words ..... (Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words ..... (Rand)

**1** The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

| GUARANTOR'S LIABILITY  | PERIOD OF LIABILITY   |
|--|---|
| Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:<br>.....<br>.....<br>.....<br>.....<br>(Rands) (R .....) | From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire. |

**2** The Guarantor hereby acknowledges that:

---

                               
 Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

- 2.1 Any reference in this Guarantee to the Agreement 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.
- 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
  - 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
  - 3.2 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) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
  - 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
  - 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
  - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, 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 the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this 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.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, 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
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..... Date .....

Guarantor's ..... Guarantor's

Signatory 1 ..... Signatory 2 .....

Witness 1 ..... Witness 2 .....

Guarantor's seal or stamp

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

**1.4 ADJUDICATOR APPOINTMENT**

**C1.4.1 ADJUDICATOR APPOINTMENT**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ between:

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_

\_\_\_\_\_ (address)

and

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_

\_\_\_\_\_ (address)

**(the Parties) and**

\_\_\_\_\_ (name)

of \_\_\_\_\_

\_\_\_\_\_ (address)

**(the Adjudicator).**

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated \_\_\_\_\_ and known as \_\_\_\_\_

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the JBCC Series 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC Series 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Series 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_

who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

the Adjudicator in the presence of

Witness  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Witness:  
Name \_\_\_\_\_  
Address: \_\_\_\_\_

Witness:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Contract Data**

|   |  |
|---|--|
| 1 | The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.   |
| 2 | <p>The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:</p> <p>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.</p> <p>(b) Telegrams, telex, faxes, and telephone calls.</p> <p>(c) Postage and similar delivery charges.</p> <p>(d) Travelling, hotel expenses and other similar disbursements.</p> <p>(e) Room charges.</p> <p>(f) Charges for legal or technical advice obtained in accordance with the Procedure.</p> |
| 3 | The Adjudicator shall be paid an appointment fee of R. . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.   |
| 4 | The Adjudicator is/is not* currently registered for VAT.   |
| 5 | Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.  |
| 6 | All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.  |

\* Delete as necessary

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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

**C1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_  
 on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
 between **THE STELLENBOSCH MUNICIPALITY** (hereinafter called "the Employer")  
 of the one part, herein represented by \_\_\_\_\_  
 in his capacity as \_\_\_\_\_  
 and \_\_\_\_\_  
 (hereinafter called "the Mandatory") of the other part, herein represented by \_\_\_\_\_  
 \_\_\_\_\_  
 in his capacity as \_\_\_\_\_

WHEREAS the Employer is desirous that certain works be constructed, viz. **THE APPOINTMENT OF THE CONTRACTOR FOR THE CONSTRUCTION AND UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION**

and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Principal Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 26.6.1 of the JBCC principal building contract (hereinafter referred to as "the JBCC"),
  - (b) the date of termination of the Contract in terms of Clauses 36, 37 or 38,39 of the JBCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries; and

\_\_\_\_\_  
 Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2



- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 2 of the JBCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
  - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
- 8. **The contact details of the OH&S Agent will be advised on date of award.**

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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

**SIGNED FOR AND ON BEHALF OF THE STELLENBOSCH MUNICIPALITY:**

WITNESS 1 \_\_\_\_\_

**NAME** 1 \_\_\_\_\_  
(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 \_\_\_\_\_

**NAME** 1 \_\_\_\_\_  
(IN CAPITALS)

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 20\_\_\_\_,  
Mr/Ms \_\_\_\_\_ whose signature  
appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of \_\_\_\_\_

**SIGNED ON BEHALF OF THE COMPANY:** \_\_\_\_\_

**IN HIS/HER CAPACITY AS:** \_\_\_\_\_

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

**SIGNATURE OF SIGNATORY:** \_\_\_\_\_

**WITNESS** 1 \_\_\_\_\_

**NAME** 1 \_\_\_\_\_  
**(IN CAPITALS)**

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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

**PART C2: PRICING DATA**

| Document reference | Title                 | No of pages |
|--------------------|-----------------------|-------------|
| C2.1               | Pricing Instructions  | 5           |
| C2.2               | Bill of Quantities    | 178         |
|                    | Total number of pages | 183         |

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|                                  |
|----------------------------------|
| <b>C2.1 PRICING INSTRUCTIONS</b> |
|----------------------------------|

- 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 (Sixth Edition (Revised)), 2013. Where applicable the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) 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 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. 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 listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer 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 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
  
- 8 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
  
- 9 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.

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 10 The amount of the 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.
- 11 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.
- 12 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 adjustments 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); and
  - 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).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the 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.
- 14 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.
- 15 The units of measurement indicated in the Schedule of Quantities are metric units.

The following abbreviations may appear in the Schedule of Quantities:

|                      |   |                   |
|----------------------|---|-------------------|
| mm                   | = | millimetre        |
| m                    | = | metre             |
| km                   | = | kilometre         |
| km-pass              | = | kilometre-pass    |
| m <sup>2</sup>       | = | square metre      |
| m <sup>2</sup> -pass | = | square metre-pass |
| ha                   | = | hectare           |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|                    |   |                       |
|--------------------|---|-----------------------|
| m <sup>3</sup>     | = | cubic metre           |
| m <sup>3</sup> -km | = | cubic metre-kilometre |
| kW                 | = | kilowatt              |
| kN                 | = | kilonewton            |
| kg                 | = | kilogram              |
| t                  | = | ton (1 000 kg)        |
| %                  | = | per cent              |
| MN                 | = | meganewton            |
| MN-m               | = | meganewton-metre      |
| MPa                | = | megapascal            |
| PC sum             | = | prime cost sum        |
| Prov sum           | = | provisional sum       |

**PLEASE NOTE:**

Contract Price Adjustment: **Not applicable**

Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the JBCC Contract.

**(The base month is one month prior to the closing of tender)**

**PLEASE NOTE:**

1. This tender is estimated not to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly —
  - (a) if a tenderer is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, the tenderer is required to furnish audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the tenderers **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the tenderer was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
  - (b) if a tenderer is a registered close corporation, the tenderer is required to furnish annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the tenderers **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the tenderer was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
  - (c) if the tenderer only commenced business within the past three years, the tenderer is required to submit annual financial statements in compliance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) with the provisions of (1) and (2) above for each of its financial years since commencing business.
- (e) if a tenderer is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

**2. Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**

\_\_\_\_\_  
Signature of person authorised to sign tender documents

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



**C2.2 BILL OF QUANTITIES**

Use this page as a cover page to the *Contractor's Bill of Quantities*.

- 1) Tenderers must ensure that adequate provision is made in the *Bill of Quantities* for the health and safety measures required by the Department of Labour.
- 2) The original format *Bill of Quantities* must be populated by hand in black ink and will be the document used for evaluation purposes.

I, \_\_\_\_\_ of \_\_\_\_\_,  
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.2 and warrant that the documents submitted are true and accurate.

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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|-----------|---|-------------|
| SECTION 1 | - PRELIMINARIES   | 10 pages    |
| SECTION 2 | - BUILDING WORKS – CONTROL ROOM AND RECREATION FACILITIES |             |
| Bill      | 1 Alterations   | 8 pages     |
| Bill      | 2 Earthworks (Provisional)                                | 3 pages     |
| Bill      | 3 Concrete, Formwork and Reinforcement                    | 3 pages     |
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| Bill      | 17 Provisional Sums                                       | 3 pages     |
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| SECTION 3 | ELECTRICAL/MECHANICAL INSTALLATIONS                       | 8 pages     |
|           | FINAL SUMMARY   | 1 page      |

---



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Item No   | Quantity | Rate | Amount |
|---|----------|------|--------|
| <p><b><u>SECTION NO. 1</u></b></p>  |          |      |        |
| <p><b><u>BILL NO.1</u></b></p>  |          |      |        |
| <p><b><u>PRELIMINARIES</u></b></p>  |          |      |        |
| <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p>  |          |      |        |
| <p><b><u>Meaning of terms "Tender" and "Tenderer"</u></b></p>   |          |      |        |
| <p>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"</p>  |          |      |        |
| <p><b><u>Preliminaries</u></b></p>  |          |      |        |
| <p>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, meaning "NOT APPLICABLE"</p> |          |      |        |
| <p><b><u>Pricing of preliminaries</u></b></p>   |          |      |        |
| <p>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 with the applicable amount entered against each relevant category, where "Fixed" denotes a fixed amount (amount not to be varied), "Value" denotes an amount variable in proportion to value and "Time" denotes an amount in proportion to time</p>  |          |      |        |
| <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p>  |          |      |        |
| <p>Carried forward</p>  |          | R    |        |
| <p>Section No. 1<br/>           Bill No. 1<br/>           PRELIMINARIES<br/> <b>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br/>           CONTROL ROOM &amp; STAFF RECREATION</b></p>   |          |      |        |

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**SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

**DEFINITIONS**

1 A1 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

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

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:

"**FRAUDULANT 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 tenderer's (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.

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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 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:

**"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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**OBJECTIVE AND PREPARATION**

2 **A2 OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

3 **A3 DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

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

Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

4 **A4 DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

5 **A5 EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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6 **A6 SITE REPRESENTATIVE**

Clause 6.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

7 **A7 COMPLIANCE WITH REGULATIONS**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

8 **A8 WORKS RISK**

Clause 8.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

9 **A9 INDEMNITIES**

Clause 9.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

10 **A10 WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

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**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

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- (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**

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**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

**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 resulting from, arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

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**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

**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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

11 **A11 LIABILITY INSURANCES**

Clause 11.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

12 **A12 EFFECTING INSURANCES**

Clause 12.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

13 **A13 NO CLAUSE**

Item

14 **A14 SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

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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 as 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**

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**

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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:

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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)

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**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

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

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

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 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**

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**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

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

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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)

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**

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**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**EXECUTION**

15 **A15 PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

16 Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Carried forward

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Clause 15.1 is amended by the addition of the following clause:

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 15.1.2 and 15.1.4**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

17 **A16 ACCESS TO THE WORKS**

Clause 16.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

18 **A17 CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated and selected subcontractors**"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

19 **A18 SETTING OUT OF THE WORKS**

Clause 18.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

20 **A19 ASSIGNMENT**

Clause 19.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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21 **A20 NOMINATED SUB-CONTRACTORS**

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 sub-contractors** executing work allowed for under provisional sums

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

22 **A21 SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

23 **A22 EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

24 **A23 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

Clause 23.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**COMPLETION**

25 **A24 PRACTICAL COMPLETION**

Clause 24.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

26 **A25 WORK'S COMPLETION**

Clause 25.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

27 **A26 FINAL COMPLETION**

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

28 **A27 LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

29 **A28 SECTIONAL COMPLETION**

Clause 28.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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30 **A29 REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

Time: \_\_\_\_\_

Item

31 **A30 PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

Time: \_\_\_\_\_

Item

**PAYMENT**

32 **A31 INTERIM PAYMENT TO THE CONTRACTOR**

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**

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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** is a payment reduction in terms of 14.7 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(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**

33 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

34 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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35 **A32 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

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"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

Time: \_\_\_\_\_

Item

36 **A33 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

Time: \_\_\_\_\_

37 **A34 FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

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"

38 Clause 34.13 is amended by replacing seven (7) calender days with twenty-one (21) calender days and deleting the words subject to the employer giving the contractor a tax invoice for the amount due

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

Time: \_\_\_\_\_

Item

39 **A35 PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_

Time: \_\_\_\_\_

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**CANCELLATION**

**A36 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT**

Clause 36.0

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

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulant practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to No clause and replacing the words **principal agent** with **employer**

Clause 36.0 is amended by the addition of the following clause:

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

40 **A37 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE**

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"

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Clause 37.0 is amended by the addition of the following clause:

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

41 **A38 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT**

Clause 38.0

Clauses 38.5.4 is amended by replacing "ninety (90)" with "one hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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42 **A39 CANCELLATION - CESSATION OF THE WORKS**

Clause 39.0

Clauses 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"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**DISPUTE**

43 **A40 DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

44 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 cost concerning the mediation and equally share the costs of the mediator and related costs

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**SUBSTITUTE PROVISIONS**

45 **A41 STATE CLAUSES**

Clause 41.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**CONTRACT VARIABLES**

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**THE SCHEDULE**

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 the **agreement**

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. Key cross reference clauses are italicised in [ ] brackets

46 Clause 42.0

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**42.0 PRE-TENDER INFORMATION**

**42.1 CONTRACTING AND OTHER PARTIES**

**42.1.1 Employer**

Stellenbosch Municipality

Postal address:

PO Box 17  
Stellenbosch  
7600

Tel: 021 808 8111  
Fax: TBA  
Contact person: TBA

[1.2] Physical address:

Townhouse Complex  
Plein Street  
Stellenbosch  
7600

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**42.1.2 Principal Agent:***[5.1] V3 Consulting Engineers*

Postal address:  
P. O. Box 6449  
Welgemoed  
7538

Tel: (021) 045 0064  
Fax: (087) 405 0471  
E-mail: [kuben.pather@v3consulting.co.za](mailto:kuben.pather@v3consulting.co.za)

**42.1.3 Agent (1):***[5.2] BEAL Africa*

Agent's service:  
Architects

Postal address:  
21 De Beers Avenue  
Paardevelei  
Somerset West  
7130

Tel: (021) 851 1542  
Fax: (086) 537 5828  
E-mail: [lorne@beal.co.za](mailto:lorne@beal.co.za)

**42.1.4 Agent (2):***[5.2] V3 Consulting Engineers*

Agent's service:  
Civil & Structural Engineers

Postal address:  
P. O. Box 6449  
Welgemoed  
7538

Tel: (021) 045 0064  
Fax: (087) 405 0471  
E-mail: [kuben.pather@v3consulting.co.za](mailto:kuben.pather@v3consulting.co.za)

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## 42.1.5 Agent (3):

[5.2] V3 Consulting Engineers

Agent's service:  
Electrical Engineer

Postal address:  
P. O. Box 6449  
Welgemoed  
7538

Tel: (021) 045 0064  
Fax: (087) 405 0471  
E-mail: kuben.pather@v3consulting.co.za

## 42.1.6 Agent (4):

[5.2] V3 Consulting Engineers

Agent's service:  
Quantity Surveyor

Postal address:  
P. O. Box 6449  
Welgemoed  
7538

Tel: (021) 045 0064  
Fax: (087) 405 0471  
E-mail: kuben.pather@v3consulting.co.za

## 42.1.7 Agent (5):

[5.2] N/A

## 42.1.8 Agent (6):

[5.2] N/A

## 42.1.9 Agent (7):

[5.2] N/A

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**42.2 CONTRACT DETAILS****42.2.1 Works description:**

[1.1] Refer to Contract Data for description of the Works

**42.2.1 Site description:**

[1.1] Refer to Contract Data for site description

**42.2.3 Work or installations by direct contractors:**

[22.2] **YES**

Control Room Equipment

**42.2.4 Specific options that are applicable to a State organ only**

[41.0] Where so:

[1.1#] (1) Interest rate legislation:

[31.11.2#]

[31.12.2#] The interest rate applicable will be determined by the Minister of Finance, from time to time, in terms of section 80(1) of the Public Finance Management Act, 1999 (Act No 1 of 1999)

[11.2#] (2) Lateral support insurance to be effected by the contractor:

**YES**

[31.4.2#] (3) Payment will be made for materials and goods:

**YES**

[40.2.2#] (4) Dispute resolution by litigation:

**YES**

[26.1.2#] (5) Extended **defects** liability period applicable to the following elements:

None

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|---|---|---|
| 42.2.5<br>[15.2.1#]   | Possession of the site is to be given on:<br><br><b>As stated in the schedule providing the contractor complying with the terms of 14.0</b>   |   |
| 42.2.6<br>[15.3]  | Period for the commencement of the <b>works</b> after the contractor takes possession of the site:<br><br><b>Ten (10) working days</b>  |   |
| 42.2.7<br>[24.3.1]  | The date for practical completion and the penalty per calendar day for the <b>works</b> as a whole:<br><br>The date for <b>practical completion</b> shall be <b>10 calendar months</b> inclusive of builders' holidays from the date of <b>contractual commencement</b>   |   |
| [30.1]  | The <b>penalty per calendar day</b> per section shall be R 5 000.00 up to a maximum of 10% of contract value thereafter the <b>employer</b> shall have a right during the identified delay period to instruct the <b>contractor</b> to accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The appointed third party work shall be at the cost of the contractor. |   |
| 42.2.8<br>[24.3.1]<br>[28.1]  | The date for practical completion and the penalty per calendar day for the <b>works in sections</b> :<br><br>Section 1: N/A<br>Section 2: N/A<br>Section 3: N/A<br>Section 4: N/A<br>Section 5: N/A<br>Section 6: N/A   |   |
| Carried forward   |   | R |
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|  |   |           |
|--|---|-----------|
| <b>Brought forward</b>   |   | R         |
| 42.2.9   | The law applicable to this agreement shall be that of:  |           |
| [1.2]  | <b>Republic of South Africa</b>   |           |
| <b>42.3</b>  | <b>INSURANCES</b>   |           |
| 42.3.1   | Contract works insurance:   |           |
| [10.1#,<br>10.2#,<br>12.1#]  | To be effected by:<br><b>Contractor</b><br>For the sum of:<br><b>Contract sum plus 20%</b><br>With the deductible of:<br><b>Amount the contractor deems appropriate</b>       |           |
| 42.3.2   | Supplementary insurance   |           |
|  | <b>No</b>   |           |
|  | Insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association   |           |
| 42.3.3   | Public liability insurance:   |           |
| [11.1#,<br>12.1#]  | To be effected by:<br><b>Contractor</b><br>For the sum of:<br><b>R 10 000 000-00</b><br>With the deductible of:<br><b>As determined by the contractor's insurance company</b> |           |
| 42.3.4   | Support insurance to be effected by the employer:   |           |
| [11.2#,<br>12.1#]  |   | <b>NO</b> |
| <b>Carried forward</b>   |   | R         |
| Section No. 1<br>Bill No. 1<br>PRELIMINARIES<br><b>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br/>                 CONTROL ROOM &amp; STAFF RECREATION</b> |   |           |

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**42.4 DOCUMENTS**

42.4.1 Waivers of contractor's lien or right of continuing possession is required:

[3.3#,  
15.1.3,  
31.16.2#]

**NO**

42.4.2 Construction document copies to be supplied to the **contractor** free of charge:

[3.7#]

**One (1) copy of the construction documents**

42.4.3 Bills of quantities/Lump sum document schedule of drawn up with:

**Standard System of Measuring Building Work (Sixth edition as amended)**

42.4.4 On acceptance of the tender the **bills of quantities** is to be submitted:

[15.1.1]

**Within seven (7) days**

42.4.5 **JBCC Engineering General Conditions** are to be included in the **contract documents**:

[3.4]

**NO**

42.4.6 The **contract value** is to be adjusted using **CPAP** indices:

[31.5.3]

**NO**

Base month: **Tender closing date**

[32.13]

Where **CPAP** is applicable, the **contract sum** will be adjusted in accordance with the **JBCC Contract Price Adjustment Provisions (CPAP)** as set out in the **CPAP Indices Application Manual** as prepared by the **JBCC Series 2000**, code 2118, dated May 2005 and any amendments thereto:

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- 1) Glass, etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that workgroup unless specifically stated otherwise in the bills of quantities
  
- 2) All electrical installations in buildings and power ditribution systems shall be adjusted in terms of the index Workgroup 160, Electrical Installations. Uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems, shall be adjusted in terms of the Workgroup 170, Mechanical Services
  
- 3) With reference to Workgroup 190 a proportion of the value ralated preliminaries, pro-rata to the amount of work excluded from the adjustment, shall be excluded from Contract Price Adjustment Provisions if Option A has been selected for the adjustment of Preliminaries
  
- 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
  
- 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

Altenative Indices:**Not applicable**

42.4.7 Details of changes made to the provision of JBCC standard documentation:

[3.10]

**Note:** *The amended clauses, with relevant item and page numbers, are scheduled hereunder. Refer to each applicable clause for the exact extent of amendments and/or additions made*

Clause:            Item:            Page:

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|                     |    |                |
|---------------------|----|----------------|
| 1.1                 | 1  | <i>[Insert</i> |
| <i>page number]</i> |    |                |
| 1.6                 | 1  |                |
| 1.6.4               | 1  |                |
| 3.2.1               | 3  |                |
| 3.7                 | 3  |                |
| 3.10                | 3  |                |
| 4.3                 | 4  |                |
| 5.1.2               | 5  |                |
| 10.5                | 10 |                |
| 10.6                | 10 |                |
| 10.7                | 10 |                |
| 14.1 to 14.9        | 14 |                |
| 15.1                | 15 |                |
| 15.1.1              | 15 |                |
| 15.1.2              | 15 |                |
| 15.2.1              | 15 |                |
| 17.1.11             | 17 |                |
| 20.1.3              | 20 |                |
| 26.1.2              | 26 |                |
| 29.2.5              | 29 |                |
| 31.5.2              | 31 |                |
| 31.8                | 31 |                |
| 31.12               | 31 |                |
| 32.5.1              | 32 |                |
| 32.5.4              | 32 |                |
| 32.5.7              | 32 |                |
| 34.1                | 34 |                |
| 34.2                | 34 |                |
| 34.8                | 34 |                |
| 34.13               | 34 |                |
| 36                  | 36 |                |
| 36.1                | 36 |                |
| 36.3                | 36 |                |
| 37                  | 37 |                |
| 37.3.5              | 37 |                |
| 38                  | 38 |                |
| 38.5.4              | 38 |                |
| 39.3.5              | 39 |                |
| 40.2.2              | 40 |                |
| 40.6                | 40 |                |
| 40.7.1              | 40 |                |

**42.0 POST-TENDER INFORMATION**

**Note:** All information for this section requires consultations with the contractor

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**42.5 CONTRACT DETAILS**

42.5.1 Contractor: .....

Postal address: .....

.....

.....

Tel: .....

Fax:.....

Tax/VAT Registration  
number:.....

Physical address:.....

.....

.....

42.5.2 The accepted **contract sum**, inclusive  
of tax, is:

**R**.....

Amount in words:.....

.....

.....

42.5.3 The latest day of the month for the  
issue of an interim **payment  
certificate**:

[31.3]

None.....

..

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42.5.4 The preliminaries amounts shall be paid in terms of:

[32.12]

(\*Delete the not elected option):

- **Alternative A:** YES/NO
- **Alternative B:** YES/NO

42.5.5 The preliminaries amounts shall be adjusted in terms of:

[32.12]

(\*Delete the not elected option):

- **Alternative A:** YES/NO
- **Alternative B:** YES/NO

42.5.6 Not applicable/No clause:

[3.1]

42.5.7 *The security to be provided by the contractor:*

[14]

- million, terms (a) in respect of contracts up to R1 the contractor will provide security in of 14.1
- million, one (b) in respect of contracts above R1 the contractor will provide as security, of the following:
  - (1) cash deposit of 10% of the contract sum (excluding VAT)

YES/NO

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- 10% (2) variable construction guarantee of of the contract sum (excluding VAT) **YES/NO**
- value (3) payment reduction of 10% of the certified in the payment certificate (excluding VAT) **YES/NO**
- sum (4) cash deposit of 5% of the contract (excluding VAT) and a payment of 5% of the value certified in the payment certificate **YES/NO**
- of a the certificate (5) fixed construction guarantee of 5% the contract sum (excluding VAT) and payment reduction/retention of 5% of value certified in the payment (excluding VAT) **YES/NO**

**Guarantee submitted must be issued by either an insurance company duly registered in terms of the Short Term Insurance Act, 1998 (Act No 35 of 1998) or by a bank duly registered in terms of the Bank Act, 1990 (Act No 94 of 1990), all in accordance with the pro-forma documents to be provided. No alterations or amendments of the wording of the pro-forma will be accepted**

42.5.8 The annual holiday period after the commencement date of the **construction period:**

[29.7.2]

From:

..... to .....

**42.6 DOCUMENTS**

42.6.1 Contract documents marked and annexed hereto:

*(\*Delete the not elected option)*

- **Priced bills of quantities:**

**YES/NO**

Document marked as:.....

**Carried forward**

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- **Lump sum document:** **YES/NO**  
Document marked as:.....
- **Guarantee:** **YES/NO**  
Document marked as:.....
- **Contract drawings:** **YES/NO**  
Document marked as:.....
- **Other documents:** **YES/NO**  
(\*If "Yes", specify: ).....

**42.7 DISPUTE RESOLUTION**

**Dispute resolution shall be adjudication**

*Also refer to previous clause 42.2.4 [40.2.2#] in this regard*

**42.8 SIGNATURES OF THE CONTRACTING PARTIES**

- This done and signed at .....
- on .....
- Name of signatory: .....
- For and behalf of the **Employer** who by signature hereof warrants authorisation hereto:  
.....
- As Witness:  
.....

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- This done and signed at .....

on .....

Capacity of signatory:.....

For and behalf of the **Contractor** who by signature hereof warrants authorisation hereto:

.....

As Witness:

.....

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**SECTION B: JBCC PRELIMINARIES**

**1: DEFINITIONS AND INTERPRETATION**

47 ***Definitions and interpretation***

See also clause A1.0 of Section A for additional an/or amended definitions which shall apply to this Section

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**2: DOCUMENTS**

48 ***Checking of documents***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

49 ***Provisional bills of quantities***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

50 ***Availability of construction documentation***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

51 ***Interests of agents***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

52 ***Priced documents***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

53 ***Tender submission***

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "C1.1 Form of Offer and Acceptance" as issued by the Independent Development Trust

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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**3: THE SITE**

54 ***Defined works area***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

55 ***Geotechnical investigation***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

56 ***Inspection of the site***

Tenderers shall complete the Compulsory Inspection Certificate included in the tender documents and return same with the tender submission

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

57 ***Existing premises occupied***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

58 ***Previous work - dimensional accuracy***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

59 ***Previous work - defects***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

60 ***Services - known***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

61 ***Services - unknown***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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62 **Protection of trees**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

63 **Articles of value**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

64 **Inspection of adjoining properties**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

**4: MANAGEMENT OF CONTRACT**

65 **Management of the works**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

66 **Programme for the works**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

67 **Progress meetings**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

68 **Technical meetings**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

69 **Labour and plant records**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

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**5: SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS**

70 ***Samples of materials***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

71 ***Workmanship samples***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

72 ***Shop drawings***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

73 ***Compliance with manufacturer's instructions***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**6: TEMPORARY WORKS AND PLANT**

74 ***Deposits and fees***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

75 ***Enclosure of the works***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

76 ***Advertising***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

77 ***Plant, equipment, sheds and offices***

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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78 **Main notice board**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

79 **Subcontractors' notice board**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

**7: TEMPORARY SERVICES**

80 **Location**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

81 **Water**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

82 **Electricity**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

83 **Telecommunication facilities**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

84 **Ablution facilities**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

**8: PRIME COST AMOUNTS**

85 **Responsibility for prime cost amounts**  
 Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
 Time: \_\_\_\_\_

Item

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**9: ATTENDANCE ON N/S  
SUBCONTRACTORS**

86 **General attendance**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

87 **Special attendance**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

88 **Commissioning - fuel, water and electricity**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**10: FINANCIAL ASPECTS**

89 **Statutory taxes, duties and levies**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

90 **Payment for preliminaries**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

91 **Adjustment of preliminaries**

Clauses B10.3.1 and B10.3.2 are amended by replacing  
"within fifteen (15) **working days** of taking possession  
of the **site**" with "when submitting his priced **bills of  
quantities / lump sum document**"

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

92 **Payment certificate cash flow**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

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**11: GENERAL**

|     |  |      |
|-----|--|------|
| 93  | <b>Protection of the works</b><br>Fixed: _____ Value: _____<br>Time: _____   | Item |
| 94  | <b>Protection / isolation of existing / sectionally occupied works</b><br>Fixed: _____ Value: _____<br>Time: _____ | Item |
| 95  | <b>Security of the works</b><br>Fixed: _____ Value: _____<br>Time: _____   | Item |
| 96  | <b>Notice before covering work</b><br>Fixed: _____ Value: _____<br>Time: _____                                     | Item |
| 97  | <b>Disturbance</b><br>Fixed: _____ Value: _____<br>Time: _____   | Item |
| 98  | <b>Environmental disturbance</b><br>Fixed: _____ Value: _____<br>Time: _____                                       | Item |
| 99  | <b>Works cleaning and clearing</b><br>Fixed: _____ Value: _____<br>Time: _____                                     | Item |
| 100 | <b>Vermin</b><br>Fixed: _____ Value: _____<br>Time: _____  | Item |
| 101 | <b>Overhand work</b><br>Fixed: _____ Value: _____<br>Time: _____   | Item |

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102 **Instruction manuals and guarantees**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

103 **As built information**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

104 **Tenant installations**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**12: SCHEDULE OF VARIABLES FOR JBCC PRELIMINARIES**

105 **Schedule of Variables**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

This **schedule** contains all variables referred to in this document

**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 complete

**No**

**12.1.3 Interest of agents**

[2.4] Details:

No agents are employed as employees of the Independent Development Trust

**12.1.4 Defined works area**

[3.1] Details:

The work area will be fenced off to indicate the perimeters of the construction site

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**12.1.5 Geotechnical investigation****[3.2] Details:**

A geotechnical investigation was done. For details of the report contact the **Principal Agent**

**12.1.6 Existing premises occupied****[3.4] Specific requirements:**

The contractor to note that the existing premises will be occupied and disturbance to occupants must be limited as far as possible

**12.1.7 Previous work - dimensional accuracy****[3.5] Details:**

Contractor to check drawings with on-site specifics

**12.1.8 Previous work - defects****[3.6] Details:**

None at the date of tender

**12.1.9 Services - known****[3.7] Details:**

None

**12.1.10 Protection of trees****[3.9] Specific requirements:**

No trees to be removed unless written approval has been obtained from the **principal agent**

**12.1.11 Inspection of adjoining properties****[3.11] Specific requirements:**

None

**12.1.12 Enclosure of the works****[6.2] Specific requirements:**

Site must be enclosed with approved shade netting and gumpole fencing to the approval of the **principal agent**

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**12.1.13 Plant, equipment, sheds and offices**

[6.4.3] Specific requirements:

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.

**12.1.14 Main notice board**

[6.5] Specific requirements:

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.

**12.1.15 Subcontractors' notice board**

[6.6] A notice board is required:

**No**

Specific requirements:  
None

**12.1.16 Water**

[7.2] Option A (by contractor)

**Yes**

Option B (by employer - free of charge)

**No**

Option C (by employer - metered)

**No**

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**12.1.17 Electricity**

- [7.3] Option A (by contractor) **Yes**
- Option B (by employer - free of charge) **No**
- Option C (by employer - metered) **No**

**12.1.18 Telecommunications**

- [7.4] Telephone **Yes**
- Facsimile **Yes**
- E-mail **Yes**

**12.1.19 Ablution facilities**

- [7.5] Option A (by contractor) **Yes**
- Option B (by employer) **No**

**12.1.21 Special attendance**

- [9.2] Subcontractor (1) details: None
- Subcontractor (2) details: None
- Subcontractor (3) details: None
- Subcontractor (4) details: None

**12.1.22 Protection of works**

- [11.1] Specific requirements: None

**12.1.20 Protection of existing/sectionally occupied works**

- [11.2] Protection is required **Yes**

**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

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12.1.24 ***Environmental disturbance***

[11.6] Specific requirements:

The contractor shall keep the site free of rubble. All

mixing areas shall be rehabilitated after usage.

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**SECTION C: SPECIFIC PRELIMINARIES**

**Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item**

106

**C1 CONTRACT DRAWINGS**

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 intelligible to the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

107

**C2 GENERAL PREAMBLES**

The document "Specification of Materials and Methods to be used (PW371)" is obtainable from the Department of Public Works website (<http://www.publicworks.gov.za/> under "Consultants Guidelines") and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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108 C3 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities**, 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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

109 C4 IMPORTED MATERIALS AND EQUIPMENT

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)

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

110 C5 VIEWING THE SITE IN SECURITY AREAS

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

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111 **C6 COMMENCEMENT OF WORKS IN SECURITY AREAS**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

112 **C7 ENTRANCE PERMITS TO SECURITY AREAS**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

113 **C8 SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

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**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

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114

**C9 PROHIBITION ON TAKING OF PHOTOGRAPHS**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

N/A

**C10 HIV/AIDS AWARENESS**

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**. 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

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

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R

115 **C10.1 AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

116 **C10.2 AWARENESS WORKSHOPS**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

117 **C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

118 **C10.4 ACCESS TO CONDOMS**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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119 **C10.5 MONITORING**

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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

120 **C11 OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2014 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**

121 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. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

122 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

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
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R

123 **C12 SITE INSTRUCTIONS**

Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the **contractor**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

124 **C13 WARRANTIES FOR MATERIAL AND WORKMANSHIP**

Where warranties for materials and/or workmanship are called for, the **contractor** shall obtain a written warranty, addressed to the **employer**, from the firm supplying the materials and/or doing the work and shall deliver same to the **principal agent** on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the **contractor**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_  
\_\_\_\_\_

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125 **C14 CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT**

It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** in implementing proper cost management. The **contractor** will be advised by the **principal agent** of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The **principal agent** undertakes to make available to the **contractor** all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the **contractor** shall attend all cost plan review and cost management meetings. The **contractor** undertakes to extend these procedures, as necessary, to all subcontractors

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

126 **C15 PROPPING OF FLOORS BELOW**

The **contractor** is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the **principal agent** and the cost thereof shall be borne by the **contractor**

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_ Time: \_\_\_\_\_

Item

127 **C16 TESTING OF WINDOWS FOR WATERTIGHTNESS**

Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the **principal agent**, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

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**REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM & STAFF RECREATION**

Brought forward

R

128 C17 TESTING OF FLAT ROOF WATERPROOFING FOR WATERTIGHTNESS

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the **principal agent**, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

Fixed: \_\_\_\_\_ Value: \_\_\_\_\_  
Time: \_\_\_\_\_

Item

**SUMMARY OF CATEGORIES**

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

Carried to final summary

R

Section No. 1  
Bill No. 1  
PRELIMINARIES  
REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION

Item  
No

Quantity

Rate

Amount

**SECTION NO. 2**

**BILL NO 1**

**ALTERATIONS**

**SUPPLEMENTARY PREAMBLES**

**View site**

Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained

**Explosives**

No explosives whatsoever may be used for demolition purposes unless otherwise stated

**General**

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent

Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent

Carried forward

R

Section No. 2  
 Bill No. 1  
 ALTERATIONS  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

**Brought forward**

R

Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

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

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

**REMOVAL OF EXISTING WORK**

**Breaking up and removing concrete including cutting off and removing reinforcement**

|   |  |    |   |
|---|--|----|---|
| 1 | Footings   | m3 | 1 |
| 2 | Mass concrete stoeps, showers floors, etc  | m3 | 3 |
| 3 | Reinforced concrete slab approximately 170mm thick to be demolished in accordance with the engineer's method statement | m3 | 1 |

**Carried forward**

R

Section No. 2  
 Bill No. 1  
**ALTERATIONS**  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION**  
**CONTROL ROOM & STAFF RECREATION**

| Brought forward   |  |    | R   |
|---|--|----|-----|
| 4   | Reinforced concrete slab approximately 350mm thick to be demolished in accordance with the engineer's method statement | m3 | 14  |
| <b><u>Breaking down and removing brickwork etc</u></b>  |  |    |     |
| 5   | Half brick walls   | m2 | 30  |
| 6   | One brick walls  | m2 | 105 |
| <b><u>Lifting up and removing paving etc</u></b>  |  |    |     |
| 7   | Paving   | m2 | 11  |
| <b><u>Taking out and removing doors, windows, etc, including thresholds, sills, etc (building up openings and making good finishes elsewhere) and set aside for later reuse including installing at a new position to be confirmed by the architect</u></b> |  |    |     |
| 8   | Glazed steel casement window size 1000 x 3019mm high   | No | 1   |
| 9   | Glazed steel double door size 1501 x 2100mm high   | No | 1   |
| <b><u>Taking out and removing doors, windows, etc, including thresholds, sills, etc (building up openings and making good finishes elsewhere)</u></b>   |  |    |     |
| 10  | Glazed steel casement window size 600 x 600mm high   | No | 9   |
| 11  | Glazed steel casement window size 650 x 2150mm high  | No | 4   |
| 12  | Glazed steel casement window size 1900 x 900mm high  | No | 1   |
| 13  | Glazed steel casement window size 2050 x 600mm high  | No | 5   |
| 14  | Glazed steel casement window size 2050 x 2700mm high   | No | 5   |
| 15  | Glazed steel casement window size 2150 x 1650mm high   | No | 2   |
| 16  | Glazed steel casement window size 2950 x 650mm high  | No | 1   |

Carried forward

R

Section No. 2  
 Bill No. 1  
 ALTERATIONS  
 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

| <b>Brought forward</b>   |   |    | R |
|--|---|----|---|
| 17   | Glazed wooden casement window size 1450 x 1650mm high   | No | 1 |
| 18   | Glazed wooden casement window size 1600 x 600mm high  | No | 1 |
| 19   | Glazed wooden casement window size 2150 x 1650mm high   | No | 2 |
| 20   | Glazed wooden casement window size 2450 x 1650mm high   | No | 2 |
| 21   | Glazed wooden casement window size 2950 x 1650mm high   | No | 1 |
| 22   | Framed and glazed shower door size 900 x 1900mm high  | No | 2 |
| 23   | Timber single door and steel frame not exceeding 2,5m <sup>2</sup>  | No | 6 |
| 24   | Timber double door and wooden frame exceeding 2,5m <sup>2</sup> and not exceeding 5m <sup>2</sup>         | No | 2 |
| 25   | Louvred timber double door and wooden frame exceeding 2,5m <sup>2</sup> and not exceeding 5m <sup>2</sup> | No | 1 |
| 26   | Glazed steel shopfront with clear glass size, 2 000 x 2 400mm high  | No | 2 |
| 27   | Glazed steel shopfront with clear glass size, 1500 x 2100mm high  | No | 1 |
| 28   | Glazed steel shopfront with clear glass size, 1800 x 2400mm high  | No | 4 |
| 29   | Glazed timber shopfront with obscured georgian glass size, 2 970 x 2 550mm high                           | No | 1 |
| 30   | Glazed timber shopfront with clear glass size, 3 000 x 2 550mm high                                       | No | 1 |
| 31   | Glazed aluminium fixed panel size, 6 600 x 960mm on drywall partitions                                    | No | 2 |
| 32   | Glazed aluminium fixed panel size, 8 800 x 960mm above drywall partitions                                 | No | 1 |
| <b>Carried forward</b>   |   |    | R |
| Section No. 2<br>Bill No. 1<br><b>ALTERATIONS</b><br><b>REFURBISHMENT OF STELLENBOSCH FIRE STATION</b><br><b>CONTROL ROOM &amp; STAFF RECREATION</b> |   |    |   |

| Brought forward  |   |    | R   |
|--|---|----|-----|
| 33   | Manually operated roller shutter door size 3000 x 4120mm high complete                                      | No | 1   |
| <b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u></b>   |   |    |     |
| 34   | SA pine tongue and groove ceilings including cornices, timber brandering, etc                               | m2 | 162 |
| 35   | Gypsum plasterboard ceilings including cornices, timber brandering, etc                                     | m2 | 278 |
| 36   | Raised timber floor size 1 700 x 2 800 x 300mm high overall   | No | 1   |
| 37   | Drywall partitioning 2.6m high including doors, ironmongery, glazed borrowed lights, etc.                   | m  | 5   |
| 38   | Drywall partitioning 3.6m high including doors, ironmongery, glazed borrowed lights, etc.                   | m  | 23  |
| 39   | Glazed aluminium shopfront with sidelights and double door size 1 600 x 2 010mm high from drywall partition | No | 1   |
| <b><u>Taking out and removing sundry joinery work, fittings, etc</u></b>   |   |    |     |
| 40   | Strip bedroom joinery fittings complete   | m  | 3   |
| 41   | Strip existing kitchen floor and wall joinery fittings complete   | m  | 14  |
| 42   | Strip existing office floor and wall joinery fittings complete  | m  | 12  |
| <b><u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings</u></b> |   |    |     |
| 43   | Carpet tile floor covering  | m2 | 58  |
| <b><u>Taking out/off and removing sundry metalwork</u></b>   |   |    |     |
| 44   | Steel balustrades 1000mm high from concrete stairs, including making good finish                            | m  | 26  |

Carried forward

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Section No. 2  
 Bill No. 1  
 ALTERATIONS  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**



| Brought forward   |   |        |
|---|---|--------|
| 45  | Ventilating cowl and bricking off opening with brick lintels, making good plater and waterproofing  | No 1   |
| <b><u>Hacking up/off and removing granolithic screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc</u></b>   |   |        |
| 46  | 30mm Screed from floors   | m2 239 |
| <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>                                     |   |        |
| 47  | Tiles to floors   | m2 239 |
| 48  | Tiles to walls  | m2 74  |
| <b><u>Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u></b> |   |        |
| 49  | PVC piping not exceeding 50mm diameter  | m 25   |
| 50  | PVC piping exceeding 50mm and not exceeding 100mm diameter complete with fittings, etc              | m 17   |
| 51  | Cast iron piping exceeding 50mm and not exceeding 100mm diameter complete with fittings, etc        | m 56   |
| 52  | Shower rose including terminating sewer and water supplies  | No 2   |
| 53  | Stainless steel double bowl sink complete with mixer including terminating sewer and water supplies | No 2   |
| 54  | Vitreous china wash hand basin  | No 2   |
| 55  | Vitreous china WC pan with cistern  | No 4   |
| 56  | Vitreous china wall hung urinal with flush valve  | No 2   |

Carried forward

Section No. 2  
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 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

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R

| Brought forward  |   |    | R  |
|--|---|----|----|
| <b><u>Sundries</u></b>   |   |    |    |
| 57   | Cutting toothings and bonding new brickwork to existing   | m2 | 20 |
| 58   | Chasing existing brick walls exceeding 50mm and not exceeding 150mm diameter for uPVC pipes                                   | m  | 22 |
| 59   | Chasing existing concrete floors exceeding 50mm and not exceeding 150mm diameter for uPVC pipes                               | m  | 46 |
| <b><u>OPENINGS THROUGH EXISTING WALLS, ETC</u></b>   |   |    |    |
| <b><u>Breaking out for and forming openings through brick walls for new doors and frames including necessary precast concrete lintels and making good plaster on one side and into reveals and face brickwork on other side and into reveals and with concrete thresholds with steel trowelled finish (new doors and frames and making good paintwork elsewhere)</u></b> |   |    |    |
| 60   | Opening for casement window size 490 x 790mm high overall through one brick wall  | No | 3  |
| 61   | Opening for casement window size 1470 x 790mm high overall through one brick wall   | No | 1  |
| 62   | Opening for casement window size 1950 x 1300mm high overall through one brick wall  | No | 2  |
| 63   | Opening for single door with steel frame 1100 x 2200mm high overall through one brick wall                                    | No | 6  |
| 64   | Opening for double door size 1500 x 2400mm high overall through one brick wall  | No | 1  |
| 65   | Opening for double door with steel frame 1600 x 2032mm high overall through one brick wall                                    | No | 2  |
| 66   | Opening for passage way 1000 x 2100mm high overall through one brick wall and making good plaster in patches on narrow widths | No | 1  |
| <b><u>MAKING GOOD OF FINISHES, ETC</u></b>   |   |    |    |
| Carried forward  |   |    | R  |
| Section No. 2  |   |    |    |
| Bill No. 1   |   |    |    |
| ALTERATIONS  |   |    |    |
| REFURBISHMENT OF STELLENBOSCH FIRE STATION   |   |    |    |
| CONTROL ROOM & STAFF RECREATION  |   |    |    |

| Brought forward  |                                 |    | R   |
|--|---------------------------------|----|-----|
| <b><u>Making good cement screeds</u></b>   |                                 |    |     |
| 67   | 25mm Thick on floors in patches | m2 | 214 |
| <b><u>Making good internal cement plaster</u></b>  |                                 |    |     |
| 68   | Walls in patches                | m2 | 19  |
| <b><u>BUILDING UP OPENINGS</u></b>   |                                 |    |     |
| <b><u>Brickwork of NFP bricks in class II mortar</u></b>   |                                 |    |     |
| 69   | Half brick walls                | m2 | 4   |
| 70   | One brick walls                 | m2 | 34  |
| <b>Carried forward to summary of section No. 2</b>   |                                 |    | R   |
| Section No. 2<br>Bill No. 1<br>ALTERATIONS<br><b>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br/>                     CONTROL ROOM &amp; STAFF RECREATION</b> |                                 |    |     |

| Item No |  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO 2</u></b></p> <p><b><u>EARTHWORKS</u></b></p> <p>For preambles refer to the "Architectural Specification"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Nature of ground</u></b></p> <p>A geotechnical report has been carried out on the site and the report is annexed to these bills of quantities. The Dolomite stability footprint investigation for the project indicates that the site is underlain by chert-rich dolomite. In this specific area the dolomite bedrock is generally shallow with the presence of dolomite residuum near surface and above dolomite rock. The above material are to be classified as earth</p> <p><b><u>Subterranean water</u></b></p> <p>No subterranean water is expected</p> <p>The water table is expected at approximately 40m below natural ground level. The removal of subterranean water is given separately</p> <p><b><u>Excavation for working space in rock</u></b></p> <p>Notwithstanding clause 11 page 8 of the Standard System of Measuring Building Work, excavation for working space in rock will be measured in cubic metres to the extent executed and given as "extra over" bulk excavation or trench and hole excavation as the case may be</p> <p><b><u>Carting away of excavated material</u></b></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</p> |      |          |      |        |
|         | <b>Carried forward</b>   |      |          | R    |        |
|         | <p>Section No. 2<br/>           Bill No. 2<br/>           EARTHWORKS (PROVISIONAL)<br/> <b>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br/>           CONTROL ROOM &amp; STAFF RECREATION</b></p>   |      |          |      |        |

Brought forward

R

**Filling**

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

**Testing**

Prices for filling are to include for all necessary density tests in accordance with SABS 1200D

**Classification of excavated material**

Filling over site shall be spread, levelled, watered and consolidated in layers not exceeding 300mm

Filling under floors and backfilling to excavations shall be suitable inert material, free from clay, vegetable matter, large stones, etc., having a maximum plasticity index of 10, spread, levelled and compacted to a density of 93% Mod. AASHTO

**EXCAVATION, FILLING, ETC**

**Excavation in earth not exceeding 2m deep**

|   |          |    |   |
|---|----------|----|---|
| 1 | Trenches | m3 | 3 |
| 2 | Holes    | m3 | 5 |

**Extra over all excavations for carting away**

|   |  |    |   |
|---|--|----|---|
| 3 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m3 | 5 |
|---|--|----|---|

**Risk of collapse of excavations**

|   |  |    |    |
|---|--|----|----|
| 4 | Sides of trench and hole excavations not exceeding 1.5m deep | m2 | 10 |
|---|--|----|----|

**Keeping excavations free of water**

|   |   |  |      |
|---|---|--|------|
| 5 | Keeping excavations free of water other than subterranean water |  | Item |
|---|---|--|------|

**FILLING ETC**

Carried forward

R

Section No. 2  
 Bill No. 2  
 EARTHWORKS (PROVISIONAL)  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

| Brought forward  |   |       |
|--|---|-------|
| <p><b><u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density</u></b></p> |   |       |
| 6  | Backfilling to trenches, holes, etc   | m3 2  |
| <p><b><u>Filling of G7 material supplied by the contractor compacted to 95% Mod AASHTO density)</u></b></p>                                |   |       |
| 7  | Under floors, steps, pavings, etc   | m3 1  |
| 8  | Backfilling to trenches, holes, etc   | m3 4  |
| <p><b><u>Compaction of surfaces</u></b></p>  |   |       |
| 9  | Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density | m2 29 |
| <p><b><u>SOIL POISONING, ETC</u></b></p>   |   |       |
| <p><b><u>Soil insecticide</u></b></p>  |   |       |
| 10   | Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming   | m2 29 |
| 11   | To bottoms and sides of trenches etc  | m2 8  |

R

**Carried forward to summary of section No. 2**

R

Section No. 2  
 Bill No. 2  
 EARTHWORKS (PROVISIONAL)  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

Item  
No

Quantity

Rate

Amount

**SECTION NO. 2**

**BILL NO 3**

**CONCRETE, FORMWORK AND REINFORCEMENT**

For preambles refer to the "Architectural Specification"

**SUPPLEMENTARY PREAMBLES**

**Cost of tests**

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the principal agent. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the principal agent. (Test cubes are measured separately)

**Formwork**

Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself

Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described

Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described

**Carried forward**

R

Section No. 2  
Bill No. 3  
**CONCRETE, FORMWORK AND REINFORCEMENT  
REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION**

| Brought forward  |  |    |    |
|--|--|----|----|
| <b><u>UNREINFORCED CONCRETE CAST ON/IN FORMWORK</u></b>  |  |    |    |
| <b><u>25MPa/19mm concrete</u></b>  |  |    |    |
| 1  | Steps, shower floors, urinal steps, cupboard platforms, etc.     | m3 | 1  |
| <b><u>REINFORCED CONCRETE CAST IN/ON FORMWORK</u></b>  |  |    |    |
| <b><u>30MPa/19mm concrete</u></b>  |  |    |    |
| 2  | Strip footings   | m3 | 3  |
| 3  | Bases  | m3 | 2  |
| 4  | Surface beds   | m3 | 2  |
| 5  | Surface beds cast to falls                                       | m3 | 2  |
| 6  | Stairs including landings, beams and inverted beams              | m3 | 6  |
| 7  | Vanity slabs, cupboard slabs, cover slabs, etc                   | m3 | 1  |
| <b><u>TEST BLOCKS</u></b>  |  |    |    |
| 8  | Making and testing 150 x 150 x 150mm concrete strength test cube | No | 15 |
| <b><u>CONCRETE SUNDRIES</u></b>  |  |    |    |
| <b><u>Finishing top surfaces of concrete smooth with a steel trowel</u></b>                    |  |    |    |
| 9  | Surface beds, slabs, etc   | m2 | 1  |
| <b><u>Finishing top surfaces of concrete smooth with a wood float</u></b>                      |  |    |    |
| 10   | Surface beds, slabs, etc   | m2 | 15 |
| <b><u>Bush-hammering of concrete surfaces to expose aggregate including bonding liquid</u></b> |  |    |    |
| 11   | Surface beds   | m2 | 15 |

Carried forward

Section No. 2  
 Bill No. 3  
 CONCRETE, FORMWORK AND REINFORCEMENT  
 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

R

R



| Brought forward   |  |                | R    |
|---|--|----------------|------|
| <b><u>Drilling through existing concrete</u></b>  |  |                |      |
| 12  | Drill through existing concrete surface beds for and installing new 12mm diameter dowels (dowels elsewhere) approximately 400mm long into side of existing surface beds including filling holes with approved chemical epoxy | No             | 27   |
| <b><u>MOVEMENT JOINTS ETC</u></b>   |  |                |      |
| <b><u>"Jointex" or similar approved isolation joints with 10mm closed cell expanded polyethylene between vertical concrete and brick surfaces</u></b> |  |                |      |
| 13  | Not exceeding 300mm wide through floors  | m              | 2    |
| <b><u>Saw cut joints</u></b>  |  |                |      |
| 14  | 3 x 40mm Saw cut joints in top of concrete   | m              | 4    |
| <b><u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u></b>   |  |                |      |
| <b><u>Rough formwork to soffits</u></b>   |  |                |      |
| 15  | Slabs  | m <sup>2</sup> | 1    |
| <b><u>Boxing in special formwork to form</u></b>  |  |                |      |
| 16  | 25 x 25mm Chamfer along top or bottom edge   | m              | 9    |
| <b><u>REINFORCEMENT</u></b>   |  |                |      |
| <b><u>High tensile and mild steel reinforcement</u></b>   |  |                |      |
| 17  | All diameter bars  | t              | 1.58 |
| <b><u>Fabric reinforcement</u></b>  |  |                |      |
| 18  | Type 193 fabric reinforcement in concrete surface beds, slabs, etc   | m <sup>2</sup> | 32   |
| <b>Carried forward to summary of section No. 2</b>  |  |                | R    |
| Section No. 2   |  |                |      |
| Bill No. 3  |  |                |      |
| CONCRETE, FORMWORK AND REINFORCEMENT  |  |                |      |
| REFURBISHMENT OF STELLENBOSCH FIRE STATION  |  |                |      |
| CONTROL ROOM & STAFF RECREATION   |  |                |      |

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>SECTION NO. 2</u></b>   |          |      |        |
|         | <b><u>BILL NO 4</u></b>   |          |      |        |
|         | <b><u>MASONRY</u></b>   |          |      |        |
|         | For preambles refer to the "Architectural Specification"  |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>   |          |      |        |
|         | <b><u>BRICKWORK</u></b>   |          |      |        |
|         | <b><u>Sizes in descriptions</u></b>   |          |      |        |
|         | Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick  |          |      |        |
|         | <b><u>Hollow walls</u></b>  |          |      |        |
|         | Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole   |          |      |        |
|         | <b><u>Bagged and sealed walls</u></b>   |          |      |        |
|         | Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating |          |      |        |
|         | <b><u>FOUNDATIONS</u></b>   |          |      |        |
|         | <b><u>Brickwork of NFP bricks in class II mortar</u></b>  |          |      |        |
| 1       | One brick walls   | m2       | 11   |        |
| 2       | 330mm brick walls   | m2       | 1    |        |
|         | <b><u>SUPERSTRUCTURE</u></b>  |          |      |        |
|         | <b><u>Brickwork of NFP bricks in class II mortar</u></b>  |          |      |        |
| 3       | Half brick walls  | m2       | 96   |        |
|         | <b>Carried forward</b>  |          |      | R      |
|         | Section No. 2<br>Bill No. 4<br>MASONRY<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION   |          |      |        |

| Brought forward |  |    | R   |
|-----------------|--|----|-----|
| 4               | One brick walls  | m2 | 42  |
|                 | <b><u>2,5mm Brickwork reinforcement</u></b>  |    |     |
| 5               | 75mm Wide reinforcement built in horizontally  | m  | 366 |
| 6               | 150mm Wide reinforcement built in horizontally   | m  | 156 |
|                 | <b><u>Prestressed fabricated concrete lintels including necessary temporary supports</u></b>   |    |     |
| 7               | 110 x 75mm Lintels in lengths not exceeding 3m   | m  | 71  |
| 8               | 110 x 75mm Lintels in lengths exceeding 3m not exceeding 4.5m  | m  | 7   |
|                 | <b><u>Galvanised hoop iron cramps, ties, etc</u></b>   |    |     |
| 9               | 40 x 1.6mm "eCo Tibond" continuous mild steel lug system with one end shot pinned to concrete and other end built into brickwork         | m  | 55  |
|                 | <b><u>Galvanised "Mentis Flatex" 362/VEM 6280E expanded mesh, etc fixed with and including "Hilti" or similar nails around walls</u></b> |    |     |
| 10              | <b><u>On walls</u></b>   | m2 | 13  |
|                 | <b><u>FACE BRICKWORK</u></b>   |    |     |
|                 | <b><u>Semi face bricks pointed with flush horizontal and vertical joints to match existing</u></b>                                       |    |     |
| 11              | Extra over brickwork for semi-face brickwork   | m2 | 18  |
| 12              | Extra over brickwork for brick-on-flat header course band  | m  | 17  |
| 13              | Extra over brickwork for brick-on-edge header course band  | m  | 4   |
|                 | <b>Carried forward to summary of section No. 2</b>   |    |     |
|                 | Section No. 2  |    |     |
|                 | Bill No. 4   |    |     |
|                 | MASONRY  |    |     |
|                 | REFURBISHMENT OF STELLENBOSCH FIRE STATION   |    |     |
|                 | CONTROL ROOM & STAFF RECREATION  |    |     |
|                 |  |    | R   |

| Item No |   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>SECTION NO. 2</u></b>   |          |      |        |
|         | <b><u>BILL NO 5</u></b>   |          |      |        |
|         | <b><u>WATERPROOFING</u></b>   |          |      |        |
|         | For preambles refer to the "Architectural Specification"  |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>   |          |      |        |
|         | <b><u>Waterproofing</u></b>   |          |      |        |
|         | Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs |          |      |        |
|         | <b><u>DAMPPROOFING OF WALLS AND FLOORS</u></b>  |          |      |        |
|         | <b><u>One layer of 375 micron Hyperlastic Orange waterproof sheeting sealed at laps with Superstik tape</u></b>   |          |      |        |
| 1       | Under surface beds  | m2       | 15   |        |
|         | <b><u>Two coats Brixéal bitumen emulsion waterproof coating</u></b>   |          |      |        |
| 2       | On concrete floors  | m2       | 6    |        |
| 3       | On brick walls  | m2       | 35   |        |
|         | Carried forward to summary of section No. 2   |          |      | R      |
|         | Section No. 2<br>Bill No. 5<br>WATERPROOFING<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION   |          |      |        |

| Item No | <b><u>SECTION NO. 2</u></b>  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <b><u>BILL NO 6</u></b>  |          |      |        |
|         | <b><u>CARPENTRY AND JOINERY</u></b>  |          |      |        |
|         | For preambles refer to the "Architectural Specification"   |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |          |      |        |
|         | <b><u>Fixing</u></b>   |          |      |        |
|         | Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete  |          |      |        |
|         | Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere |          |      |        |
|         | <b><u>FLOORS ETC</u></b>   |          |      |        |
|         | <b><u>Marine plywood shutter boarding screwed to purlins (purlins elsewhere) with and including countersunk screws at 300mm centres</u></b>  |          |      |        |
| 1       | 22mm boards on floors  | m2       | 24   |        |
|         | <b><u>SKIRTINGS ETC</u></b>  |          |      |        |
|         | <b><u>"Medium density fibreboard"</u></b>  |          |      |        |
| 2       | 25 x 100mm Skirtings with 10 x 10mm chamfer, plugged   | m        | 290  |        |
|         | <b><u>DOORS ETC</u></b>  |          |      |        |
|         | <b><u>Solid core hardboard faced flush door prime-coated with masonite finish on both sides and concealed hardwood edge, hung to aluminium frame (frame elsewhere)</u></b>                             |          |      |        |
| 3       | 44mm Thick door 813 x 2032mm high  | No       | 11   |        |
|         | <b>Carried forward</b>   |          | R    |        |
|         | Section No. 2<br>Bill No. 6<br>CARPENTRY AND JOINERY<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION  |          |      |        |

| Brought forward                                    |   | R   |
|--|---|-----|
| 4  | Cutting opening on a door for louvre unit size 260 x 150mm high (louvre elsewhere)  | 2   |
|  | <b><u>Solid core double slatted wood half hour fire rates hardboard faced flush door prime-coated with masonite finish on both sides and concealed hardwood edge, hung to aluminium frame (frame elsewhere)</u></b> |     |
| 5  | 44mm Thick door 813 x 2032mm high   | 8   |
|  | <b><u>FRAMED FRAMES ETC</u></b>   |     |
|  | <b><u>Wrought softwood</u></b>  |     |
| 6  | 105 x 50mm Frames, plugged  | 117 |
|  | <b><u>FITTINGS ETC</u></b>  |     |
|  | <b><u>Wrot meranti</u></b>  |     |
| 7  | Bench of 45 x 45mm slatted wood fixed to an including framed steel subframe size 450mm wide x 1000mm long securely fixed onto walls and floors with and including anchor bolts                                      | 1   |
| 8  | Bench of 45 x 45mm slatted wood fixed to an including framed steel subframe size 450mm wide x 1700mm long securely fixed onto walls and floors with and including anchor bolts                                      | 1   |
| <b>Carried forward to summary of section No. 2</b> |   | R   |
| Section No. 2                                      |   |     |
| Bill No. 6   |   |     |
| CARPENTRY AND JOINERY                              |   |     |
| REFURBISHMENT OF STELLENBOSCH FIRE STATION         |   |     |
| CONTROL ROOM & STAFF RECREATION                    |   |     |

| Item No |  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <b><u>SECTION NO. 2</u></b>  |          |      |        |
|         | <b><u>BILL NO. 7</u></b>   |          |      |        |
|         | <b><u>FLOOR COVERINGS, WALL LININGS, ETC</u></b>   |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |          |      |        |
|         | NOTE: Tenderers are advised to study the Architectural Specification Package annexed to these bills of quantities  |          |      |        |
|         | <b><u>TRADE NAMES</u></b>  |          |      |        |
|         | Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior written approval from the Architect   |          |      |        |
|         | <b><u>Fixing</u></b>   |          |      |        |
|         | Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc   |          |      |        |
|         | <b><u>FLOOR TILES AND SHEETING</u></b>   |          |      |        |
|         | <b><u>3.2mm Heavy duty vinyl floor tiles size 300 x 300 mm</u></b>   |          |      |        |
| 1       | To floors  | m2       | 104  |        |
|         | <b><u>CARPETING, ETC</u></b>   |          |      |        |
|         | <b><u>600 x 600 x 8mm Thick "Belgotex Equinox" colour "Taurus" or similar approved heavy duty carpet tiles fixed with and including "GRIPIT V10" or similar approved pressure sensitive acrylic flooring adhesive as per architectural drawings and specifications issued with this bills of quantities.</u></b> |          |      |        |
| 2       | On floors  | m2       | 317  |        |
|         | Carried forward  |          |      | R      |
|         | Section No. 2<br>Bill No. 7<br>FLOOR COVERINGS, WAL LININGS, ETC<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION  |          |      |        |

Brought forward

R

**SUNDRIES**

**Stainless steel edge protectors, stair nosings, expansion joint strips, etc**

|   |   |   |    |
|---|---|---|----|
| 3 | 10 x 12mm stainless steel cover strip at intersection of carpet and tiles | m | 14 |
|---|---|---|----|

**Carried forward to summary of section No. 2**

R

Section No. 2  
 Bill No. 7  
 FLOOR COVERINGS, WAL LININGS, ETC  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**



| Item No | <b><u>SECTION NO. 2</u></b>  | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
|         | <b><u>BILL NO. 8</u></b>   |          |      |        |
|         | <b><u>CEILINGS, ETC</u></b>  |          |      |        |
|         | NOTE: Tenderers are advised to study the Architectural Specification Package annexed to these bills of quantities  |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |          |      |        |
|         | <b><u>TRADE NAMES</u></b>  |          |      |        |
|         | Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior written approval from the Architect                           |          |      |        |
|         | <b><u>SUSPENDED CEILINGS</u></b>   |          |      |        |
|         | <b><u>9.5mm Gyproc horizontal suspended gypsum plasterboard ceilings on screw-up hot-dipped galvanised tee suspension grid including hangers etc., with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface</u></b> |          |      |        |
| 1       | Ceilings suspended not exceeding 1m below concrete soffits   | m2       | 420  |        |
| 2       | 300mm Wide horizontal bulkheads suspended not exceeding 1,0m below concrete soffits  | m        | 11   |        |
| 3       | 600mm Wide horizontal bulkheads suspended not exceeding 1,0m below concrete soffits  | m        | 17   |        |
| 4       | 100mm High vertical bulkheads suspended not exceeding 1m below concrete soffits  | m        | 38   |        |
| 5       | Extra over ceiling for opening for 72mm diameter down lighter  | No       | 36   |        |
|         | <b>Carried forward</b>   |          |      | R      |
|         | Section No. 2<br>Bill No. 8<br>CEILINGS, PARTITIONS AND ACCESS FLOORING<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION   |          |      |        |

| Brought forward   |  |    | R   |
|---|--|----|-----|
| 6   | Extra over ceiling for opening for 170mm diameter downlighter                                      | No | 62  |
| <b><u>"Gyproc" gypsum plasterboard cornices</u></b>   |  |    |     |
| 7   | 75mm Coved cornices  | m  | 287 |
| <b><u>1200 x 600 x 19mm OWAcoustic gypsum square edged ceiling panels on OWAConstruct S3 demountable butt-cut T24 suspension system or equivalent including main and cross tees, necessary hangers, grids, etc</u></b>  |  |    |     |
| 8   | Ceilings suspended not exceeding 1m below concrete soffits   | m2 | 130 |
| 9   | Extra over ceiling for opening for 72mm diameter down lighter                                      | No | 8   |
| 10  | Extra over ceiling for opening for 170mm diameter down lighter                                     | No | 15  |
| <b><u>CEILING INSULATION</u></b>  |  |    |     |
| <b><u>160mm Thick "Isotherm" or similar approved insulation laid in ceiling voids</u></b>   |  |    |     |
| 11  | Insulation boarding in laid in ceiling void on ceiling boards including holes through boards, etc. | m2 | 337 |
| <b><u>PARTITIONS ETC</u></b>  |  |    |     |
| <b><u>"Gyproc Rhinoboard" or similar approved 90mm thick drywall consisting of "Ultrasteel" studs positioned at 600mm centres fixed into 63mm wide top and bottom track clad on both sides with one 12.5mm thick standard taper edged "Rhinoboard" fixed with 45mm drywall screws at 220mm centres and all corners fixed with 25 x 25mm corner beads and all joints taped and jointed as per manufacturer's specifications including gypsum flush plaster both sides as a whole to both sides</u></b> |  |    |     |
| 12  | Partitions 2,7m high with bottom and top tracks plugged  | m  | 37  |

Carried forward

R

Section No. 2  
 Bill No. 8  
 CEILINGS, PARTITIONS AND ACCESS FLOORING  
 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

| Brought forward                            |  |    | R  |
|--|--|----|----|
| 13   | Extra over partition 2,7m high for vertical abutment   | No | 6  |
| 14   | Extra over partition 2,7m high for corner  | No | 3  |
| 15   | Extra over partition 2,7m high for stopped end   | No | 1  |
| 16   | Extra over partition 2,7m high for T-intersection  | No | 3  |
| 17   | Extra over partition for 44mm Thick door 813 x 2032mm high semi-solid core supawood faced horizontal grooved door prime-coated with masonite finish on both sides and concealed hardwood edge, complete with and including aluminium frame and hanging door frame  | No | 7  |
|  | <b><u>"Gyproc Rhinoboard" or similar approved 115mm thick drywall consisting of "Ultrasteel" studs positioned at 600mm centres fixed into 63mm wide top and bottom track clad on both sides with two 12.5mm thick standard taper edged "Rhinoboard" fixed with 45mm drywall screws at 220mm centres and all corners fixed with 25 x 25mm corner beads and all joints taped and jointed as per manufacturer's specifications including gypsum flush plaster both sides as a whole to both sides</u></b>     |    |    |
| 18   | Partitions 4,56m high with bottom and top tracks plugged   | m  | 11 |
|  | <b><u>"Gyproc Rhinoboard" or similar approved 170mm thick drywall consisting of "Ultrasteel" studs positioned at 600mm centres fixed into two 63mm wide top and bottom track clad on both sides with two 12.5mm thick standard taper edged "Rhinoboard" fixed with 45mm drywall screws at 220mm centres and all corners fixed with 25 x 25mm corner beads and all joints taped and jointed as per manufacturer's specifications including gypsum flush plaster both sides as a whole to both sides</u></b> |    |    |
| 19   | Partitions 4,56m high with bottom and top tracks plugged   | m  | 22 |
| 20   | Extra over partition 4,56m high for vertical abutment  | No | 2  |
| Carried forward                            |  |    | R  |
| Section No. 2                              |  |    |    |
| Bill No. 8                                 |  |    |    |
| CEILINGS, PARTITIONS AND ACCESS FLOORING   |  |    |    |
| REFURBISHMENT OF STELLENBOSCH FIRE STATION |  |    |    |
| CONTROL ROOM & STAFF RECREATION            |  |    |    |

| Brought forward |  |      |
|-----------------|--|------|
| 21              | Extra over partition 4,56m high for corner                                 | No 2 |
| 22              | Extra over partition for window size, 2000 x 1200mm high type NWD07        | No 1 |
| 23              | Extra over partition for door size, 1 540 x 2400mm high type NWD08 & NDW45 | No 2 |

R

**Carried forward to summary of section No. 2**

R

Section No. 2  
 Bill No. 8  
**CEILINGS, PARTITIONS AND ACCESS FLOORING  
 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

| Item<br>No |   | Quantity | Rate | Amount |
|------------|---|----------|------|--------|
|            | <p><b><u>SECTION NO. 2</u></b></p> <p><b><u>BILL NO 9</u></b></p> <p><b><u>IRONMONGERY</u></b></p> <p>For preambles refer to the "Architectural Specification"</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><b><u>Proprietary items</u></b></p> <p>Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items</p> <p>Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered</p> <p>On request returnable samples are to be provided to the principal agent for consideration</p> <p><b><u>Finishes to ironmongery</u></b></p> <p>Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list:<br/> BS Satin bronze lacquered<br/> CH Chromium plated<br/> SC Satin chromium plated<br/> SE Silver enamelled<br/> GE Grey enamelled<br/> AN Anodised natural<br/> AS Anodised silver<br/> AB Anodised bronze<br/> AG Anodised gold<br/> ABL Anodised black<br/> PB Polished brass<br/> PL Polished and lacquered<br/> PT Epoxy coated<br/> SD Sanded</p> |          |      |        |
|            | <b>Carried forward</b>  |          | R    |        |
|            | <p>Section No. 2<br/> Bill No. 9<br/> IRONMONGERY<br/> <b>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br/> CONTROL ROOM &amp; STAFF RECREATION</b></p>   |          |      |        |

| Brought forward   |  |    | R  |
|---|--|----|----|
| <b><u>FIXING ONLY OF IRONMONGERY</u></b>                          |  |    |    |
| <b><u>HINGES, BOLTS, ETC</u></b>                                  |  |    |    |
| <b><u>Fixing only of ironmongery to wooden doors</u></b>          |  |    |    |
| 1   | WC indicator bolt with keep fixed to metal             | No | 10 |
| <b><u>LOCKS</u></b>   |  |    |    |
| <b><u>Fixing only of ironmongery to wooden doors</u></b>          |  |    |    |
| 2   | Cylinder mortice lockset                               | No | 12 |
| <b><u>HANDLES</u></b>   |  |    |    |
| <b><u>Fixing only of handles to wooden doors</u></b>              |  |    |    |
| 3   | Rose handle set with escutcheon                        | No | 12 |
| <b><u>PUSH PLATES AND KICK PLATES</u></b>                         |  |    |    |
| <b><u>Fixing only of push and kick plates to wooden doors</u></b> |  |    |    |
| 4   | 200 x 400mm Push plate                                 | No | 4  |
| 5   | 250 x 900mm Kick plate                                 | No | 10 |
| <b><u>LETTERS, NAMEPLATES, ETC</u></b>                            |  |    |    |
| <b><u>Fixing only of aluminium plates</u></b>                     |  |    |    |
| 6   | Anodised aluminium plate with male, female, etc symbol | No | 5  |
| <b><u>SUNDRIES</u></b>  |  |    |    |
| <b><u>Fixing only of ironmongery</u></b>                          |  |    |    |
| 7   | Door stop, plugged                                     | No | 19 |
| <b><u>DOOR CLOSERS, ETC</u></b>                                   |  |    |    |

Carried forward

R

Section No. 2  
 Bill No. 9  
 IRONMONGERY  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

|   |   | Brought forward |      | R         |
|---|---|-----------------|------|-----------|
| <b><u>Fixing only of door closers to wooden doors</u></b> |   |                 |      |           |
| 8   | Door closer to steel frame and timber door  | No              | 5    |           |
| <b><u>PRIME COST AMOUNTS</u></b>                          |   |                 |      |           |
| <b><u>Ironmongery</u></b>                                 |   |                 |      |           |
| 9   | Provide the prime cost amount of R38 000,00 (Thirty eight Thousand Rand) for supplying ironmongery to doors, bathroom fittings, etc |                 | Item | 38,000.00 |
| 10  | Allow for taking delivery and temporary storing of ironmongery (fixing elsewhere)   |                 | %    |           |
| <b>Carried forward to summary of section No. 2</b>        |   |                 |      | R         |
| Section No. 2   |   |                 |      |           |
| Bill No. 9  |   |                 |      |           |
| IRONMONGERY   |   |                 |      |           |
| REFURBISHMENT OF STELLENBOSCH FIRE STATION                |   |                 |      |           |
| CONTROL ROOM & STAFF RECREATION                           |   |                 |      |           |

| Item No | SECTION NO. 2   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>BILL NO. 10</u></b>   |          |      |        |
|         | <b><u>STRUCTURAL STEELWORK</u></b>  |          |      |        |
|         | <b><u>NOTE: The tenderer is advised to study the Model Preambles for Trades (2008) before pricing this bill</u></b>   |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>   |          |      |        |
|         | <b><u>Descriptions</u></b>  |          |      |        |
|         | <b><u>Descriptions of bolts shall be deemed to include nuts and washers</u></b>   |          |      |        |
|         | <b><u>Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete</u></b>              |          |      |        |
|         | <b><u>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</u></b> |          |      |        |
|         | <b><u>STEEL COLUMNS AND BEAMS</u></b>   |          |      |        |
|         | <b><u>Welded columns in single lengths with flat base, cap, bearer and connection plates, bolted to concrete</u></b>  |          |      |        |
| 1       | 152 x 152 x 23kg/m H-section columns  | t        | 0.83 |        |
|         | <b><u>Welded beams in single lengths with flat bearer and connection plates, bolted to steel</u></b>  |          |      |        |
| 2       | 203 x 133mm x 30kg/m I-section beams  | t        | 0.54 |        |
| 3       | 203 x 203mm x 60kg/m I-section beams  | t        | 0.79 |        |
|         | <b><u>PURLINS, GIRTS, BRACING, ETC</u></b>  |          |      |        |
|         | <b><u>Purlins and girts bolted to steel</u></b>   |          |      |        |
| 4       | 100 x 75 x 20 x 2mm Lipped channel section purlins  | t        | 0.31 |        |
|         | <b><u>BOLTS, ETC</u></b>  |          |      |        |
|         | Carried forward   |          |      | R      |
|         | Section No. 2<br>Bill No. 10<br>STRUCTURAL STEEL<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION                                       |          |      |        |



Brought forward

R

**Holding down bolts and miscellaneous metalwork (supplied and fixed by the Contractor):**

|   |                                       |    |     |
|---|---------------------------------------|----|-----|
| 5 | M12 Chemset bolts 150mm long          | No | 76  |
| 6 | M12 GR 8.8 bolts and washer 80mm long | No | 128 |
| 7 | M16 GR 8.8 bolts and washer 80mm long | No | 40  |

**PAINTING TO STRUCTURAL STEELWORK**

**SUPPLEMENTARY PREAMBLES**

Paint coatings shall be applied to properly prepared surfaces

The contractor must ensure that only materials as specified are used and applied

All paints and other materials to be used must be delivered to the project in the original sealed containers bearing the manufacturers labels with all the information necessary to ensure correct storage, safety and traceability

All coats in a given system shall be supplied by the same manufacturer unless directed otherwise

Thinning of paint materials, when necessary must only be carried out with the type of thinner and in the proportions recommended by the paint manufacturer

All work must be carried out under the supervision of an experienced supervisor

Carried forward

R

Section No. 2  
 Bill No. 10  
 STRUCTURAL STEEL  
 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

Brought forward

R

Prepare surface with mechanical wire brush to St3 and apply one coat Sigmazinc 19, one coat Sigmacover 280 primer to obtain a minimum dry film thickness of 50 micron shop applied, one intermediate coat sigma cover 456 to a minimum dry film thickness of 80 micron site applied and a final coat sigmadur 550 to obtain a minimum dry film thickness of 50 micron site applied, strictly in accordance with the manufacturers specifications and instructions

8 General surfaces of structural steelwork

m2

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Carried forward to summary of section No. 2

R

Section No. 2  
 Bill No. 10  
 STRUCTURAL STEEL  
 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

Item  
No

Quantity

Rate

Amount

**SECTION NO. 2**

**BILL NO 11**

**METALWORK**

For preambles refer to the "Architectural Specification"

**SUPPLEMENTARY PREAMBLES**

**Descriptions of bolts, anchors, etc**

Descriptions of bolts shall be deemed to include nuts and washers

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete

Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described

Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres

**Aluminium doors, windows, etc**

Doors and windows shall comply with AAAMSA design criteria

Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed

The following certificates shall be provided prior to commencement of site work:

1 A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product

2 A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively

**Carried forward**

R

Section No. 2  
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METALWORK  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION**

Brought forward

R

- 3 A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process
- 4 A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked
- 5 A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for period of not less than five years
- a

### **NATURAL ANODISED ALUMINIUM LOUVRE UNITS**

#### **Natura anodised aluminium louvre units screwed into wooden doors**

- |   |  |    |   |
|---|--|----|---|
| 1 | Louvre unit for 360 x 150mm high opening | No | 2 |
|---|--|----|---|

### **ALUMINIUM DOORS, WINDOWS AND SHOPFRONTS**

**Design, supply and installation of purpose made extruded aluminium sections powder coated windows and glazing beads including 4mm obscure Smartglass safety glass to be sealed water and air tight all around, all complete as per architect's drawings and specifications**

- |   |                                       |    |   |
|---|---------------------------------------|----|---|
| 2 | Window size 490 x 790mm (RDW02, etc). | No | 6 |
|---|---------------------------------------|----|---|

Carried forward

R

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 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

| Brought forward   |                                      |    | R |
|---|--------------------------------------|----|---|
| <p><b><u>Design, supply and installation of purpose made extruded aluminium sections powder coated windows and glazing beads including 6.38mm Smartglass toughened safetyglass to be sealed water and air tight all around, all complete as per architect's drawings and specifications</u></b></p>           |                                      |    |   |
| 3   | Window size 1100 x 1132mm (NWD37)    | No | 1 |
| 4   | Window size 1950 x 1132mm (NWD44)    | No | 1 |
| <p><b><u>Design, supply and installation of purpose made extruded aluminium sections powder coated windows and doors and glazing beads including 6.38mm Smartglass toughened safetyglass to be sealed water and air tight all around, all complete as per architect's drawings and specifications</u></b></p> |                                      |    |   |
| 5   | Window size 490 x 790mm (NDW22/23)   | No | 5 |
| 6   | Window size 960 x 1090mm (NDW24/25)  | No | 2 |
| 7   | Window size 1100 x 3109mm            | No | 1 |
| 8   | Window size 1470 x 790mm (RWD01)     | No | 1 |
| 9   | Window size 1950 x 1300mm (RWD08)    | No | 1 |
| 10  | Window size 2050 x 600mm             | No | 5 |
| 11  | Window size 2050 x 1540mm (NDW42/43) | No | 5 |
| 12  | Window size 2150 x 1650mm            | No | 2 |
| Carried forward   |                                      |    | R |
| <p>Section No. 2<br/> Bill No. 11<br/> METALWORK<br/> REFURBISHMENT OF STELLENBOSCH FIRE STATION<br/> CONTROL ROOM &amp; STAFF RECREATION</p>   |                                      |    |   |

| Brought forward  |  |    | R |
|--|--|----|---|
| 13   | Single door size 880 x 2032mm (NWD38)  | No | 1 |
| 14   | Single door size 880 x 2089mm (NWD05)  | No | 1 |
| 15   | Double door size 1500 x 2032mm (NWD41)   | No | 1 |
| 16   | Double door size 1500 x 2400mm (NWD01)   | No | 1 |
| <p><b><u>Design, supply and installation of purpose made extruded aluminium sections powder coated curtain walls, shopfronts, doors and glazing beads including 6.38mm Smartglass toughened safetyglass to be sealed water and air tight all around, all complete as per architect's drawings and specifications</u></b></p>           |  |    |   |
| 17   | Shopfront size 1728 x 2400mm (NWD14)   | No | 1 |
| 18   | Shopfront size 2918 x 2400mm (NWD02)   | No | 1 |
| 19   | Shopfront size 1728 x 2400mm (NDW13)   | No | 1 |
| <p><b><u>Design, supply and installation of automated purpose made extruded aluminium sections powder coated curtain walls, shopfronts, doors and glazing beads including 6.38mm Smartglass toughened safetyglass to be sealed water and air tight all around, all complete as per architect's drawings and specifications</u></b></p> |  |    |   |
| 20   | Shopfront size 3000 x 2400mm complete with electric opening mechanism with detector, lock, hardware, etc (RWD07) | No | 1 |
| <p><b><u>SHOWER CUBICLE PANELS AND DOORS</u></b></p> <p><b><u>Frameless toughened frosted glass shower cubicle panels and doors, including tile stops, patch fittings, sealing strips, etc, plugged to tiled walls and sealed with silicone sealant</u></b></p>  |  |    |   |
| 21   | Fixed panel 900 x 2000mm high  | No | 2 |
| 22   | Fixed panel 1000 x 2000mm high   | No | 1 |

Carried forward

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 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

|  |  | Brought forward |   | R |
|--|--|-----------------|---|---|
| 23   | L-shaped fixed panel 1800 x 2000mm high                    | No              | 2 |   |
| <b><u>BUILT-IN BRAAI UNIT</u></b>  |  |                 |   |   |
| <b><u>Megamaster or similar approved mild steel braai unit complete with flue system and cowl, etc</u></b> |  |                 |   |   |
| 24   | 1500mm deluxe unit complete with standard accessories, etc | No              | 1 |   |
| <b>Carried forward to summary of section No. 2</b>   |  |                 |   | R |
| Section No. 2  |  |                 |   |   |
| Bill No. 11  |  |                 |   |   |
| METALWORK  |  |                 |   |   |
| <b>REFURBISHMENT OF STELLENBOSCH FIRE STATION CONTROL ROOM &amp; STAFF RECREATION</b>                      |  |                 |   |   |

Item  
No

Quantity

Rate

Amount

**SECTION NO. 2**

**BILL NO 12**

**PLASTERING**

For preambles refer to the "Architectural Specification"

**SUPPLEMENTARY PREAMBLES**

**GRANOLITHIC**

**Method**

The method to be used shall be either the monolithic method or the bonded method

**Preparation**

For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic

**Mix**

Granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic

Carried forward

R

Section No. 2  
Bill No. 12  
PLASTERING  
REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION



Brought forward

R

**Panels**

Granolithic shall be laid in panels not exceeding 14m<sup>2</sup> for monolithic finishes, not exceeding 9,5m<sup>2</sup> for bonded finishes and not exceeding 6m<sup>2</sup> for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width

Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints

**Laying**

Monolithic granolithic shall be applied to the partially set slab and thoroughly compacted and lightly wood floated to the required levels

Bonded granolithic shall be applied to the slab after applying a 1:1 sand-and-cement slurry brushed over the surface and allowed to partially set before applying the granolithic. The granolithic shall be thoroughly compacted and lightly wood floated to the required levels

After wood floating, the monolithic and bonded granolithic shall remain undisturbed until bleeding has ceased and the surface has stiffened. Any remaining bleed water and laitance shall then be removed and the surface steel trowelled or power floated

**Curing, seasoning and protection**

Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying

**Colour**

Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour

**SCREEDS****Screeds wood floated, on concrete**

|   |                                   |    |     |  |
|---|-----------------------------------|----|-----|--|
| 1 | 30mm Thick on floors and landings | m2 | 239 |  |
|---|-----------------------------------|----|-----|--|

Carried forward

R

Section No. 2

Bill No. 12

PLASTERING

REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION

| Brought forward  |  |        |
|--|--|--------|
| 2  | Average 40mm thick on floors and landings to falls | m2 6   |
| <b><u>INTERNAL PLASTER</u></b>                             |  |        |
| <b><u>Cement plaster steel trowelled, on brickwork</u></b> |  |        |
| 3  | On walls   | m2 240 |
| 4  | On narrow widths                                   | m2 21  |
| <b><u>EXTERNAL PLASTER</u></b>                             |  |        |
| <b><u>Cement plaster wood floated, on brickwork</u></b>    |  |        |
| 5  | On walls   | m2 13  |
| 6  | On narrow widths                                   | m2 7   |

R

Carried forward to summary of section No. 2

R

Section No. 2  
 Bill No. 12  
 PLASTERING  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

| Item No | SECTION NO. 2   | Unit | Quantity | Rate | Amount |
|---------|---|------|----------|------|--------|
|         | <b><u>BILL NO 13</u></b>  |      |          |      |        |
|         | <b><u>TILING</u></b>  |      |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>   |      |          |      |        |
|         | <b><u>Fixing</u></b>  |      |          |      |        |
|         | Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding |      |          |      |        |
|         | Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat   |      |          |      |        |
|         | Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts from the "Tal Professional" ("Ceresit Tylon") range of products as recommended by the manufacturer of the tiles   |      |          |      |        |
|         | <b><u>WALL TILING</u></b>   |      |          |      |        |
|         | <b><u>480 x 480mm Mosaic tiles (PC R150/sheet supplied only) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof grout</u></b>  |      |          |      |        |
| 1       | On walls  | m2   | 84       |      |        |
| 2       | On walls in isolated panels, splashbacks, etc   | m2   | 7        |      |        |
|         | <b><u>FLOOR TILING</u></b>  |      |          |      |        |
|         | <b><u>600 x 600mm "Mazista" code MTWK-254 light grey matt glazed porcelain tiles or similar approved fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted grout</u></b>   |      |          |      |        |
| 3       | On floors and landings  | m2   | 249      |      |        |
|         | <b>Carried forward</b>  |      |          | R    |        |
|         | Section No. 2<br>Bill No. 13<br>TILING<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION   |      |          |      |        |

| Brought forward   |  |    | R   |
|---|--|----|-----|
| 4   | Skirting 100mm high  | m  | 81  |
| 5   | On risers 200mm high   | m  | 18  |
| 6   | On treads 250mm high   | m  | 17  |
| <p><b><u>480 x 480mm Mosaic tiles (PC R150/sheet supplied only) fixed with adhesive to plaster (plaster elsewhere) and flush pointed with tinted waterproof grout</u></b></p> |  |    |     |
| 7   | On floors laid to falls  | m2 | 6   |
| <p><b><u>"Kirk Marketing" or similar approved aluminium corner protectors, stair nosings, expansion joint strips, etc</u></b></p>   |  |    |     |
| 8   | Type AESE100.NA edge trims                                     | m  | 184 |
| 9   | Type ATICP100.NA 30 x 30 x 1.3mm corner protectors             | m  | 126 |
| 10  | Type ATIN100.N stair nosings                                   | m  | 14  |
| 11  | Type AMJ100.08 single expansion joint strips with rubber inlay | m  | 36  |

**Carried forward to summary of section No. 2**

Section No. 2

Bill No. 13

TILING

**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION**

R

Item  
No

Quantity

Rate

Amount

**SECTION NO. 2**

**BILL NO 14**

**PLUMBING AND DRAINAGE**

For preambles see "Model Preambles for Trades"

**Contractor** to read this bill in conjunction with all the relevant layouts, specifications and schedules, specifically:

Schedules: R[-]500, S[-]500,  
Layouts: R[-]XXX series layouts, S[-]XXX series layouts  
Specifications: R[-]700, S[-]700

**SUPPLEMENTARY PREAMBLES**

**PVC-U pipes and fittings**

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings

Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings

**Stainless steel basins, sinks, wash troughs, urinals, etc.**

Stainless steel for economy basins, domestic sinks, worktops and wash troughs shall be type 430 (17/0)

Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be type 304 (18/8)

Stainless steel for laboratory sinks, photographic equipment, etc shall be type 316 (18/8)

Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable

**Carried forward**

R

Section No. 2  
Bill No. 14  
PLUMBING AND DRAINAGE  
REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION

Brought forward

R

**Sealing of edges**

Outer edges of sinks, basins, urinals, etc are to be sealed against adjacent surfaces with silicone approved by the architect

**Copper pipes**

Pipes shall be hard drawn and half-hard "Maksal" pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016

Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition

**PVC-U pressure pipes and fittings**

Pipes for water supply shall be of the class stated

Pipes of 50mm diameter and smaller shall be plain ended with solvent welded PVC-U loose sockets and fittings

Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be PVC-U and all other fittings shall be cast iron, all with similar push-in type joints

**HDPE (high density polyethylene) pipes and fittings**

Pipes and fittings are to be manufactured by "Geberit" or similar approved manufacturer

**Pipes shall be deemed to include electroweld sockets and expansion sockets**

Pipework shall be flood tested and results documented prior to and after ceiling grids are installed

Carried forward

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Section No. 2

Bill No. 14

PLUMBING AND DRAINAGE

REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION

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**Reducing fittings**

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 63mm, only the largest end or branch size is given. Should the **contractor** wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm, all sizes are given and no claim for extra bushes, reducers, etc will be entertained

**Fixing of pipes**

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building or suspending not exceeding 1m below suspension level

Chases for pipes in walls are to be neatly cut by means of an angle grinder prior to the application of the wall finish

**Disinfection of water pipework**

All water pipework is to be disinfected in accordance with SANS 1200L (provision for allowance for disinfection elsewhere)

**Paper wrapping to pipes**

Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings

**General**

Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 95% Modified AASHTO density and disposal of surplus material on site

Descriptions of copper service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes

Carried forward

R

Section No. 2  
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 PLUMBING AND DRAINAGE  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

**Brought forward**

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Descriptions of wc pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors separately measured)

**Excavations**

No claim for rock excavation will be entertained unless the contractor has timeously notified the principal agent thereof prior to backfilling

"Hard rock" shall be granite or very hard material, the removal of which necessitates the use of explosives

**Laying, backfilling, bedding, etc. of pipes**

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist, pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

SANS 1200L : Medium-pressure pipelines  
SANS 1200LD : Sewers  
SANS 1200LE : Stormwater drainage

Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 1200DB : Earthworks (Pipe trenches)

Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200LB : Bedding (Pipes)

Unless otherwise described bedding of rigid pipes shall be class B bedding

**Pipe brackets**

All pipe support clamps for drainage and water pipes are to be sound absorbing SBR/EBPM rubber lined clamps

**Provisional quantities**

The quantities in this bill are provisional and will be re-measured on completion of the **contract** and valued at bill rates

**Carried forward**

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**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
CONTROL ROOM & STAFF RECREATION**



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**As-built drawings**

Where required, the subcontractor shall at all times keep an updated set of "as-built" drawings. At completion of the contract the subcontractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)

The contractor is to ensure that all relevant documentation and design intent has been priced for. The contractor is to add priced and quantified line items to the bills of quantities of any and all equipment they deem to have been missed that is apparent on the accompanying tender documentation

The contractor is to review the green star specification and pick up all the line items and requirements they feel have been missed in the bills of quantities

**SANITARY FITTINGS, ETC****"Franke Quinline" or similar approved**

|   |                               |    |   |
|---|-------------------------------|----|---|
| 1 | Double sink with single dryer | No | 1 |
| 2 | Double sink with double dryer | No | 1 |

**"Lecico Bordo" or similar approved**

|   |                                 |    |    |
|---|---------------------------------|----|----|
| 3 | Counter top basin code: CTOP024 | No | 10 |
|---|---------------------------------|----|----|

**"Lecico Atlas" or similar approved**

|   |   |    |   |
|---|---|----|---|
| 4 | Wall mounted urinal code: FS1296193 complete with fitments  | No | 6 |
| 5 | Wall mounted urinal divider code: FS17262B complete with fitments   | No | 3 |
| 6 | Raised close coupled pan, seat and cistern with side lever complete with pan connector, angle stop valve, etc | No | 1 |

Carried forward

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 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
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| <b>Brought forward</b>                                     |   | R     |
|--|---|-------|
| <b><u>"Lecico Malaga" or similar approved</u></b>          |   |       |
| 7  | Close coupled pan, seat and cistern with push button complete with pan connector, angle stop valve, etc | No 8  |
| <b><u>WASTE UNIONS ETC</u></b>                             |   |       |
| <b><u>"Lecico Neon" or similar approved</u></b>            |   |       |
| 8  | 32mm CP "Grab+Go" basin waste union   | No 9  |
| <b><u>TRAPS ETC</u></b>                                    |   |       |
| <b><u>"Lecico Neon" or similar approved</u></b>            |   |       |
| 9  | Chromium plated bottle trap   | No 18 |
| <b><u>TAPS, VALVES, ETC</u></b>                            |   |       |
| <b><u>"Cobra" or similar approved</u></b>                  |   |       |
| 10   | FJ8.102CP Flushmaster Urinal flush valve  | No 12 |
| 11   | "Blue Indice" long lever elbow action pillar tap with flexible connection hoses with swivel outlet      | No 1  |
| <b><u>"Hansgrohe" or similar approved</u></b>              |   |       |
| 12   | "Talis S2 Variarc" sink mixer mixer code: 14863003 CP with flexible connection hoses with swivel outlet | No 2  |
| 13   | "Talis E" basin mixer code: 71702003 with flexible connection hoses with swivel outlet                  | No 10 |
| 14   | "Talis E" shower mixer code: 71766000   | No 5  |
| 15   | "Crometta 85" shower head/rose code: HGSH284230   | No 5  |
| 16   | "E" 390mm shower arm code: 27446000   | No 5  |
| <b><u>SANITARY PLUMBING</u></b>                            |   |       |
| <b><u>HDPE PE100 sewer and drain pipes butt welded</u></b> |   |       |
| 17   | 50mm Pipes chased into brickwork  | m 78  |

**Carried forward**

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 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

| Brought forward   |   |    | R   |
|---|---|----|-----|
| 18  | 110mm Pipes   | m  | 54  |
| <b><u>Extra over for pre-manufactured HDPE electrofusion fittings</u></b> |   |    |     |
| 19  | 50mm BSP adaptor  | No | 20  |
| 20  | 50mm Access bend  | No | 28  |
| 21  | 110mm Access bend   | No | 6   |
| 22  | 110mm Access bent pan connector   | No | 8   |
| <b><u>WATER SUPPLIES</u></b>  |   |    |     |
| <b><u>Class 0 copper pipes with capillary couplings</u></b>               |   |    |     |
| 23  | 15mm Pipes chased into brickwork including brown paper lagging              | m  | 75  |
| 24  | 22mm Pipes chased into brickwork including brown paper lagging              | m  | 129 |
| <b><u>General copper compression fittings</u></b>                         |   |    |     |
| 25  | 15mm Fittings   | No | 171 |
| 26  | 22mm Fittings   | No | 104 |
| <b><u>ELECTRIC WATER HEATERS</u></b>                                      |   |    |     |
| <b><u>"Kwikot" or similar approved</u></b>                                |   |    |     |
| 27  | 150 Litre "Econoflo Dual 600" 3 kW floor/wall mounted electric water heater | No | 2   |
| 28  | 1600 x 610mm "GSTP-1650" polypropylene geyser drip tray                     | No | 2   |
| <b><u>BATHROOM FITTINGS</u></b>   |   |    |     |
| <b><u>Manufactured by "Railman" or similar approved</u></b>               |   |    |     |
| 29  | 32mm "SR2" 304 stainless steel back grab rail 750mm long, plugged           | No | 1   |

Carried forward

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 REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION

|   |  | <b>Brought forward</b> |    |
|---|--|------------------------|----|
| 30  | 32mm "DL2" stainless steel side grab rail 900mm long with two flanges, plugged | No                     | 1  |
| <b><u>"Serra" or similar approved</u></b> |  |                        |    |
| 31  | "Nox 3" stainless steel soap dispenser   | No                     | 10 |
| 32  | "Matix Plus 2" stainless steel towel dispenser                                 | No                     | 9  |
| 33  | " Dispor Slimline" stainless steel towel bin                                   | No                     | 8  |
| 34  | " Rol TR3" toilet roll holder  | No                     | 10 |

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**Carried forward to summary of section No. 2**

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 PLUMBING AND DRAINAGE  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

| Item No | <b><u>SECTION NO. 2</u></b>  | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
|         | <b><u>BILL NO 15</u></b>   |      |          |      |        |
|         | <b><u>GLAZING</u></b>  |      |          |      |        |
|         | NOTE: Tenderers are advised to study the Architectural Specification Package annexed to these bills of quantities  |      |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |      |          |      |        |
|         | <b><u>TRADE NAMES</u></b>  |      |          |      |        |
|         | Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or methods of similar quality may be used with prior written approval from the Architect   |      |          |      |        |
|         | <b><u>MIRRORS, ETC</u></b>   |      |          |      |        |
|         | <b><u>5mm Standard type high quality reflective finish glass mirrors with polished edges suitable for bathroom applications complete with and including secret fixing to specialist design for approval by the architect prior to installation set flush with the wall finish as per architectural drawings and specifications issued with this bills of quantities.</u></b> |      |          |      |        |
| 1       | 600 x 1300mm High mirror   | No   | 3        |      |        |
| 2       | 700 x 1300mm High mirror   | No   | 2        |      |        |
| 3       | 990 x 1300mm High mirror   | No   | 1        |      |        |
| 4       | 1590 x 1300mm High mirror  | No   | 1        |      |        |
| 5       | 1770 x 1300mm High mirror  | No   | 1        |      |        |
|         | <b>Carried forward to summary of section No. 2</b>   |      |          |      |        |
|         | Section No. 2<br>Bill No. 15<br>GLAZING<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION   |      |          |      |        |
|         |  |      |          | R    |        |

| Item No | <b><u>SECTION NO. 2</u></b>   | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
|         | <b><u>BILL NO 16</u></b>  |          |      |        |
|         | <b><u>PAINTWORK</u></b>   |          |      |        |
|         | For preambles refer to the "Architectural Specification"  |          |      |        |
|         | <b><u>SUPPLEMENTARY PREAMBLES</u></b>   |          |      |        |
|         | <b><u>COLOURS</u></b>   |          |      |        |
|         | Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091 |          |      |        |
|         | <b><u>PAINTWORK ETC ON EXISTING WORK</u></b>  |          |      |        |
|         | <b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>  |          |      |        |
|         | <b><u>One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure Silk" mid sheen paint</u></b>  |          |      |        |
| 1       | On internal walls and columns   | m2       | 627  |        |
|         | <b><u>ON EXTERNAL FLOATED PLASTER SURFACES</u></b>  |          |      |        |
|         | <b><u>One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure 100" low sheen paint</u></b>   |          |      |        |
| 2       | On external walls   | m2       | 15   |        |
|         | <b><u>ON METAL</u></b>  |          |      |        |
|         | <b><u>One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure Silk" mid sheen paint</u></b>  |          |      |        |
| 3       | Doors   | m2       | 30   |        |
| 4       | Door frames   | m2       | 13   |        |
| 5       | Windows   | m2       | 116  |        |
|         | <b>Carried forward</b>  |          |      |        |
|         | Section No. 2<br>Bill No. 16<br>PAINTWORK<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION                        |          |      |        |
|         |   |          | R    |        |

|  |                               | Brought forward |     | R |
|--|-------------------------------|-----------------|-----|---|
| <b><u>PAINTWORK ETC TO NEW WORK</u></b>  |                               |                 |     |   |
| <b><u>ON INTERNAL FLOATED PLASTER SURFACES</u></b>   |                               |                 |     |   |
| <b><u>One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure Silk" mid sheen paint</u></b>                   |                               |                 |     |   |
| 6  | On internal walls and columns | m2              | 78  |   |
| <b><u>ON EXTERNAL FLOATED PLASTER SURFACES</u></b>   |                               |                 |     |   |
| <b><u>One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure 100" low sheen paint</u></b>                    |                               |                 |     |   |
| 7  | On external walls             | m2              | 23  |   |
| <b><u>ON PLASTERBOARD SURFACES</u></b>   |                               |                 |     |   |
| <b><u>One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure Silk" mid sheen paint</u></b>                   |                               |                 |     |   |
| 8  | On partitions                 | m2              | 452 |   |
| <b><u>One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure" Matt paint</u></b>                             |                               |                 |     |   |
| 9  | On ceilings and cornices      | m2              | 397 |   |
| <b><u>ON METAL SURFACES</u></b>  |                               |                 |     |   |
| <b><u>One coat "Dulux Ecosure" plaster primer and two coats "Dulux Ecosure 100" low sheen paint</u></b>                    |                               |                 |     |   |
| <b><u>ON WOOD SURFACES</u></b>   |                               |                 |     |   |
| <b><u>Two coats "Dulux Woodgard Timbavarnish" water based alkyd varnish</u></b>  |                               |                 |     |   |
| 10   | On doors                      | m2              | 64  |   |
| 11   | On door frames                | m2              | 34  |   |
|  |                               | Carried forward |     | R |
| Section No. 2<br>Bill No. 16<br>PAINTWORK<br>REFURBISHMENT OF STELLENBOSCH FIRE STATION<br>CONTROL ROOM & STAFF RECREATION |                               |                 |     |   |

| Brought forward |   |     |
|-----------------|---|-----|
| 12              | Open slatted shelves, seats, etc of 45 x 45mm slats at 20mm centres (both sides measured over the full flat area)     | m2  |
|                 | <u>One coat "Dulux Ecosure" water based undercoat and two coats "Dulux Ecosure" water based eggshell enamel paint</u> | 2   |
| 13              | Skirtings, rails, etc not exceeding 300mm girth   | m   |
|                 |   | 103 |

R

Carried forward to summary of section No. 2

Section No. 2  
 Bill No. 16  
 PAINTWORK  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

R



Item  
No

Quantity

Rate

Amount

**BILL NO 17**

**PROVISIONAL AMOUNTS FOR  
SELECTED SUBCONTRACT WORK**

For preambles refer to the "Architectural Specification"

**SUPPLEMENTARY PREAMBLES**

**Provisional amounts**

All provisional amounts are net and include for delivery to site of all articles concerned

**Profit**

Where stated, the contractor may allow for profit if required

**General attendance on selected subcontractors**

The item "Attendance" which follows each provisional sum for selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the selected subcontractors, the following:

1. The services as set out in clause B9 of the Preliminaries
2. Hoisting of the **selected subcontractor's material** in batches that can be handled by the **contractor's** hoist or crane during normal working hours
3. Making good in all trades and cleaning down and removal of rubbish on completion

**Preliminaries**

The contractor is referred to the Preliminaries for further amplification of "Prime Cost Amounts and Provisional Amounts"

**SELECTED SUBCONTRACT WORK**

Carried forward

R

Section No. 2  
 Bill No. 17  
 PROVISIONAL SUMS  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

## Brought forward

|  |  | R                 |
|--|--|-------------------|
| <b><u>Balustrading</u></b>                       |  |                   |
| 1  | Provide the sum of R40,000 for balustrading                                  | Item 40,000.00    |
| 2  | Overheads and profit   | %                 |
| <b><u>Control room equipment and joinery</u></b> |  |                   |
| 3  | Provide the sum of PS R1, 900, 000.00 for control room equipment and joinery | Item 1,900,000.00 |
| 4  | Overheads and profit   | %                 |
| <b><u>Fire services and signage</u></b>          |  |                   |
| 5  | Provide the sum of PS R68, 000.00 for fire services and signage              | Item 68,000.00    |
| 6  | Overheads and profit   | %                 |
| <b><u>ICT</u></b>                                |  |                   |
| 7  | Provide the sum of PS R150, 000.00 for ICT                                   | Item 150,000.00   |
| 8  | Overheads and profit   | %                 |
| <b><u>Sound proof ceiling panels</u></b>         |  |                   |
| 9  | Provide the sum of R200,000 for sound proof ceiling panels                   | Item 200,000.00   |
| 10   | Overheads and profit   | %                 |
| <b><u>Vanity slabs</u></b>                       |  |                   |
| 11   | Provide the sum of PS R30,000 for vanity slabs                               | Item 30,000.00    |
| 12   | Overheads and profit   | %                 |

Carried forward to summary of section No. 2

Section No. 2  
 Bill No. 17  
 PROVISIONAL SUMS  
**REFURBISHMENT OF STELLENBOSCH FIRE STATION  
 CONTROL ROOM & STAFF RECREATION**

| Bill No | SECTION SUMMARY - BUILDING WORKS: CONTROL ROOM AND RECREA   | Page No | Amount |
|---------|---|---------|--------|
| 1       | ALTERATIONS   | 208     |        |
| 2       | EARTHWORKS (PROVISIONAL)  | 211     |        |
| 3       | CONCRETE, FORMWORK AND REINFORCEMENT  | 214     |        |
| 4       | MASONRY   | 216     |        |
| 5       | WATERPROOFING   | 217     |        |
| 6       | CARPENTRY AND JOINERY   | 219     |        |
| 7       | FLOOR COVERINGS, WAL LININGS, ETC   | 221     |        |
| 8       | CEILINGS, PARTITIONS AND ACCESS FLOORING  | 225     |        |
| 9       | IRONMONGERY   | 228     |        |
| 10      | STRUCTURAL STEEL  | 231     |        |
| 11      | METALWORK   | 236     |        |
| 12      | PLASTERING  | 239     |        |
| 13      | TILING  | 241     |        |
| 14      | PLUMBING AND DRAINAGE   | 249     |        |
| 15      | GLAZING   | 250     |        |
| 16      | PAINTWORK   | 253     |        |
| 17      | PROVISIONAL SUMS  | 255     |        |
|         | <b>Carried to final summary</b>   |         | R      |
|         | <b>Section No. 2</b><br><b>REFURBISHMENT OF STELLENBOSCH FIRE STATION</b><br><b>CONTROL ROOM &amp; STAFF RECREATION</b> |         |        |

## SECTION 3 - ELECTRICAL/MECHANICAL BOQ

| ITEM     | DESCRIPTION   | UNIT | QTY | UNIT RATE |        | TOTAL     |
|----------|---|------|-----|-----------|--------|-----------|
|          |   |      |     | MATERIAL  | LABOUR |           |
| <b>1</b> | <b>SECTION 1 - MAIN LV DISTRIBUTION</b>   |      |     |           |        |           |
| 1.1      | <u>Supply, install Test and Commission Main LV Panel. Include Cable Terminations.</u>   |      |     |           |        |           |
| 1.1.1    | Manufacture new Main DB and include generator change over controls  | sum  | 1   | 60 000,00 |        | 60 000,00 |
| 1.1.2    | Server room UPS DB  | sum  | 1   | 25 000,00 |        | 25 000,00 |
| 1.1.3    | Recreational DB   | sum  | 1   | 12 500,00 |        | 12 500,00 |
| 1.1.4    | Temporary Control Room works  | sum  | 1   | 50 000,00 |        | 50 000,00 |
| 1.2      | <b>LV Cabling:</b>  |      |     |           |        |           |
| 1.2.1    | <u>Rates to include for supply, delivery and installation, but excluding trenching, terminations, joints and cable supports for PVC/SWA 600/1000V copper cables laid in trenches, installed in sleeves, fixed on surface and laid on trays:</u> |      |     |           |        |           |
| 1.2.1.1  | 35mm <sup>2</sup> x 4-core + Earth - PVC-ECC - SWA cable.   | m    | 150 |           |        |           |
|          | 16mm <sup>2</sup> x 4-core + Earth - PVC-ECC - SWA cable.   | m    | 50  |           |        |           |
| 1.2.1.2  | Cable Trenching   | sum  | 1   | 25 000,00 |        | 25 000,00 |
| 1.2.2    | <b>Cable Terminations:</b>  |      |     |           |        |           |
| 1.2.2.1  | 35mm <sup>2</sup> x 4-core + Earth - PVC-SWA cable.   | ea   | 8   |           |        |           |
| 1.2.2.2  | 16mm <sup>2</sup> x 4-core + Earth - PVC-SWA cable.   | ea   | 8   |           |        |           |
| 1.2.3    | <u>Bare copper earth conductors installed with cables and drawn into conduits with PVC conductors as specified in the Specification, including terminations:</u>  |      |     |           |        |           |
| 1.2.3.1  | 10mm <sup>2</sup> .   | m    | 50  |           |        |           |
| 1.2.3.2  | Earth Bar for clean earth - 500x10  | ea   | 2   |           |        |           |
|          | Earth Spike for clean earth 1.2m with clamp   | ea   | 2   |           |        |           |
| 1.3      | <b>Electrical Design Contingency</b>  |      |     |           |        |           |
|          | Contingency for unforeseen electrical items   | sum  | 1   | 100000,00 |        | 100000,00 |

| ITEM    | DESCRIPTION   | UNIT | QTY | UNIT RATE |        | TOTAL |
|---------|---|------|-----|-----------|--------|-------|
|         |   |      |     | MATERIAL  | LABOUR |       |
| 1.3.1   | Approved galvanised Wire Mesh Cable trays suspended from purlins & trusses or suspended from concrete slabs by means of threaded rods or similar approved method. price to include hangers, offsets, "T"-pieces, "X-over" pieces and all fixings as per drawings: |      |     |           |        |       |
| 1.3.1.3 | 300mm wide.   | m    | 20  |           |        |       |
| 1.4     | <b>TOTAL FOR SECTION 1 - MAIN LV DISTRIBUTION (Carried forward to Summary of Electrical</b>   |      |     |           |        |       |
| 2       | <b>SECTION 2 - SMALL POWER</b>  |      |     |           |        |       |
| 2.1     | Supply and Install PVC conduit cast into concrete   |      |     |           |        |       |
| 2.1.1   | 20mm.   | m    | 0   |           |        |       |
| 2.1.2   | 25mm.   | m    | 0   |           |        |       |
| 2.1.3   | 32mm.   | m    | 100 |           |        |       |
| 2.2     | Supply and Install PVC conduit installed surface  | m    |     |           |        |       |
| 2.2.1   | 20mm.   | m    | 0   |           |        |       |
| 2.2.2   | 25mm.   | m    | 800 |           |        |       |
| 2.2.3   | 32mm.   | m    | 0   |           |        |       |
| 2.2.4   | 20mm.   | m    |     |           |        |       |
| 2.3     | Supply and Install PVC conduit chased into brickwork  |      |     |           |        |       |
| 2.3.1   | 20mm.   | m    | 400 |           |        |       |
| 2.3.2   | 25mm.   | m    | 0   |           |        |       |
| 2.3.3   | 32mm.   | m    | 0   |           |        |       |
| 2.4     | Supply and Install Galvanised conduit fixed on surface:   |      |     |           |        |       |
| 2.4.1   | 20mm.   | m    | 0   |           |        |       |
| 2.4.2   | 25mm.   | m    | 100 |           |        |       |
| 2.4.3   | 32mm.   | m    | 0   |           |        |       |
| 2.5     | <b>Conduit Boxes:</b>   |      |     |           |        |       |
|         | Conduit drawboxes, complete with covers fixed in chase in brickwork, including chasing. (Making good by others);  |      |     |           |        |       |
| 2.5.1   | 60mm round x 25mm deep.   | ea   | 0   |           |        |       |
| 2.5.2   | 100 x 50 x 50mm.  | ea   | 0   |           |        |       |
| 2.5.3   | 100 x 100 x 50mm.   | ea   | 50  |           |        |       |
| 2.5.4   | Galvanised draw-wires installed in conduits and cable sleeves.  | m    | 0   |           |        |       |
| 2.5.6   | 200mmX50mm Deep two compartment galvaniced duct installed in 200mm x x50mm slot chased in floor - duct to have carpet inlet on top - O-Line similar or approved   | m    | 20  |           |        |       |
| 2.5.7   | 200mmX50mm Deep a slot chased in floor  | m    | 20  |           |        |       |
| 2.6     | <b>Galvanised wiring trunking complete with all accessories, coverplates, and supports as indicated on drawings, suspended from slab, excluding conduit work and wiring, and with pre-punched openings for power outlets to specification:</b>                    |      |     |           |        |       |
| 2.6.1   | P9000 (126 x 76mm).   | m    | 20  |           |        |       |
| 2.6.2   | P8000 (76 x 76mm).  | m    | 0   |           |        |       |
| 2.6.3   | P2000 - 1mm (42 x 42mm).  | m    | 60  |           |        |       |
| 2.6.4   | P9000 Splayed distribution board entry:   | m    | 0   |           |        |       |
|         | 90 bends:   |      |     |           |        |       |
| 2.6.5   | P9000 (126 x 76mm).   | ea   | 0   |           |        |       |
| 2.6.6   | P8000 (76 x 76mm).  | ea   | 0   |           |        |       |
| 2.6.7   | P2000 - 1mm (42 x 42mm).  | ea   | 12  |           |        |       |

| ITEM    | DESCRIPTION  | UNIT | QTY  | UNIT RATE |        | TOTAL |
|---------|--|------|------|-----------|--------|-------|
|         |  |      |      | MATERIAL  | LABOUR |       |
|         | T-pieces:  |      |      |           |        |       |
| 2.6.8   | P9000 (126 x 76mm).  | ea   | 0    |           |        |       |
| 2.6.9   | P8000 (76 x 76mm).   | ea   | 0    |           |        |       |
| 2.6.10  | P2000 - 1mm (42 x 42mm).   | ea   | 4    |           |        |       |
|         | End caps:  |      |      |           |        |       |
| 2.6.11  | P9000 (126 x 76mm).  | ea   | 0    |           |        |       |
| 2.6.12  | P8000 (76 x 76mm).   | ea   | 0    |           |        |       |
| 2.6.13  | P2000 - 1mm (42 x 42mm).   | ea   | 0    |           |        |       |
| 2,7     | <b>Cabling:</b>  |      |      |           |        |       |
| 2.7.1   | PVC insulated MVGP grade conductor drawn into conduit, wiring channel, trunking or powerskirting:  |      |      |           |        |       |
|         | 1.5mm <sup>2</sup> .   | m    | 0    |           |        |       |
|         | 2.5mm <sup>2</sup> .   | m    | 1200 |           |        |       |
|         | 4mm <sup>2</sup> .   | m    | 0    |           |        |       |
| 2.7.2   | SABS approved Twin & Earth or equal approved cable laid on ceiling tiles or drawn into conduit chased into walls:  |      |      |           |        |       |
| 2.7.2.1 | 2,5mm <sup>2</sup> x 2-core.   | m    | 800  |           |        |       |
| 2.7.2.2 | 4mm <sup>2</sup> x 2-core.   | m    | 500  |           |        |       |
| 2.7.2.3 | 4mm <sup>2</sup> x 3-core.   | m    | 500  |           |        |       |
| 2.7.2.4 | 6mm <sup>2</sup> x 3-core.   | m    | 0    |           |        |       |
| 2,8     | Supply and install 2-compartment Cabstrut P801 Series 8 or equal powerskirting as specified, surface mounted on perimeter wall/partition, including all accessories, front covers, chassis punched holes and installation.                 |      |      |           |        |       |
| 2.8.1   | Surface mounted.   | m    | 25   |           |        |       |
| 2.8.2   | 90 Bends.  | ea   | 3    |           |        |       |
| 2.8.3   | End caps.  | ea   | 8    |           |        |       |
| 2.8.4   | Data & telephone chassis & outlet plates.  | ea   | 20   |           |        |       |
| 2,9     | <b>Sockets Outlets</b>   |      |      |           |        |       |
|         | Supply and install Crabtree "Classic", or equal and approved 16A 3-pin single phase switched socket outlet, including installation and connection of the socket and switch assembly and white coverplate, including box as detailed below: |      |      |           |        |       |
| 2.9.1   | New ZA switches socket outlet flush mounted  | ea   | 18   |           |        |       |
| 2.9.2   | Standard single switches socket outlet flush mounted   | ea   | 3    |           |        |       |
| 2.9.3   | Standard single switches socket outlet mounted in power skirting   | ea   | 3    |           |        |       |
| 2.9.4   | Dedicated (Red) single switches socket outlet flush mounted  | ea   | 0    |           |        |       |
| 2.9.5   | Dedicated (Red) single switches socket outlet mounted in power skirting.   | ea   | 0    |           |        |       |
| 2.9.6   | Dedicated (Red) double switches socket outlet flush mounted  | ea   | 0    |           |        |       |
| 2.9.7   | 3 Pin Euro socket, mounted on Power Pole   | ea   | 0    |           |        |       |
| 2.9.8   | Power Pole 6 meter   | ea   | 0    |           |        |       |
| 2.9.9   | UPS (Blue) double switches socket outlet flush mounted   | ea   | 0    |           |        |       |
| 2.9.10  | UPS (Blue) single switches socket outlet mounted on powerskirting  | ea   | 12   |           |        |       |
| 2.9.11  | UPS (Blue) single switches socket outlet flush mounted   | ea   | 0    |           |        |       |
| 2.9.12  | Pedestal   | ea   | 0    |           |        |       |
| 2,9,13  | 300x300 - Floor Box - Complete with 2 x UPS socket outlets, 2 x Data Outlets and 2 x Standard socket outlet - similar or equal approved - Oline  | ea   | 14   |           |        |       |
| ITEM    | DESCRIPTION  | UNIT | QTY  | UNIT RATE |        | TOTAL |

|             |   |    |      | MATERIAL | LABOUR |  |
|-------------|---|----|------|----------|--------|--|
| 2.9.14      | Data outlets, RJ45 complete with insert and cover plate   | ea | 50   |          |        |  |
| 2.9.15      | Multi Plug fixed with: 1x euro socket + 1x USB point + 1x normal single socket outlet   | ea | 0    |          |        |  |
| 2.10        | Supply and installation, including box and connection of isolator, but excluding connection from isolator to machine terminals: |    |      |          |        |  |
| 2.10.1      | 20A D.P. surface mounted.   | ea | 4    |          |        |  |
| 2.10.2      | 20A T.P. surface mounted.   | ea | 4    |          |        |  |
| 2.10.3      | 32A D.P. surface mounted.   | ea | 2    |          |        |  |
| 2.10.4      | 32A T.P. surface mounted.   | ea | 0    |          |        |  |
| 2.10.5      | 63A D.P. flush mounted.   | ea | 0    |          |        |  |
| 2.10.6      | 63A T.P. surface mounted.   | ea | 0    |          |        |  |
| 2.10.7      | 125A T.P. surface mounted.  | ea | 0    |          |        |  |
| 2.10.8      | Hand dryer point  | ea | 0    |          |        |  |
| 2.10.9      | HWC Isolator 32A DP   | ea | 2    |          |        |  |
| 2.10.10     | Industrial Socket Outlet  | ea | 0    |          |        |  |
| 2.11        | PVC covered flexible conduit for machine/appliance connections:   |    |      |          |        |  |
| 2.11.1      | 25mm.   | m  | 0    |          |        |  |
| 2.11.2      | Termination.  | ea | 0    |          |        |  |
| 2.12.1      | Striping of Existing Electrical Installation  | m2 | 339  |          |        |  |
| <b>2.14</b> | <b>TOTAL FOR SECTION 2 - SMALL POWER (Carried forward to Summary of Electrical Bill)</b>  |    |      |          |        |  |
| <b>3</b>    | <b>SECTION 3 - LIGHTING</b>   |    |      |          |        |  |
| <b>3.1</b>  | <u>Supply and Install PVC conduit cast into concrete</u>  |    |      |          |        |  |
| 3.1.1       | 20mm.   | m  | 0    |          |        |  |
| 3.1.2       | 25mm.   | m  | 0    |          |        |  |
| 3.1.3       | 32mm.   | m  | 0    |          |        |  |
| <b>3.2</b>  | <u>Supply and Install PVC conduit installed surface</u>   | m  |      |          |        |  |
| 3.2.1       | 20mm.   | m  | 1500 |          |        |  |
| 3.2.2       | 25mm.   | m  | 0    |          |        |  |
| 3.2.3       | 32mm.   | m  | 0    |          |        |  |
| <b>3.3</b>  | <u>Supply and Install PVC conduit chased into brickwork</u>   |    |      |          |        |  |
| 3.3.1       | 20mm.   | m  | 200  |          |        |  |
| 3.3.2       | 25mm.   | m  | 0    |          |        |  |
| 3.3.3       | 32mm.   | m  | 0    |          |        |  |
| <b>3.4</b>  | <u>Supply and Install Galvanised conduit fixed on surface:</u>  |    |      |          |        |  |
| 3.4.1       | 20mm.   | m  | 0    |          |        |  |
| 3.4.2       | 25mm.   | m  | 0    |          |        |  |
| 3.4.3       | 32mm.   | m  | 0    |          |        |  |
| <b>3.5</b>  | <b>Conduit Boxes:</b>   |    |      |          |        |  |
|             | <u>Conduit drawboxes, complete with covers fixed in chase in brickwork, including chasing. (Making good by others):</u>         |    |      |          |        |  |
| 3.5.1       | 60mm round x 25mm deep.   | ea | 171  |          |        |  |
| 3.5.2       | 100 x 50 x 50mm.  | ea | 0    |          |        |  |
| 3.5.3       | 100 x 100 x 50mm.   | ea | 0    |          |        |  |

| ITEM  | DESCRIPTION  | UNIT | QTY  | UNIT RATE |        | TOTAL     |
|-------|--|------|------|-----------|--------|-----------|
|       |  |      |      | MATERIAL  | LABOUR |           |
| 3,6   | Supply and Install the following ducting, suspended from the steel trusses/soffit complete with splices & support brackets at 1800mm intervals |      |      |           |        |           |
| 3.6.1 | 200mm wide OBO   | m    | 10   |           |        |           |
| 3.6.2 | 200mm wide OBO Tray bend   | ea   | 2    |           |        |           |
| 3.6.3 | 200mm wide OBO Tray tee-piece  | ea   | 10   |           |        |           |
| 3.6.4 | 200mm wide OBO Hanger  | ea   | 0    |           |        |           |
| 3.6.5 | 200mm wide OBO end cap   | ea   | 0    |           |        |           |
| 3.6.6 | 100mm wide OBO   | m    | 0    |           |        |           |
| 3.6.7 | 100mm wide OBO Tray bend   | ea   | 0    |           |        |           |
| 3.6.8 | 100mm wide OBO end cap   | ea   | 0    |           |        |           |
| 3.6.9 | 100mm wide OBO Hanger  | ea   | 0    |           |        |           |
| 3,7   | <b>Cabling:</b>  |      |      |           |        |           |
|       | PVC insulated MVGP grade conductor drawn into conduit, wiring channel, trunking or powerskirting:  |      |      |           |        |           |
| 3.7.1 | 1.5mm <sup>2</sup> .   | m    | 4000 |           |        |           |
| 3.7.2 | 2.5mm <sup>2</sup> .   | m    | 0    |           |        |           |
|       | <u>SABS approved Surfux or equal approved cable laid on ceiling tiles or drawn into conduit chased into walls:</u>                             |      |      |           |        |           |
| 3.7.3 | 2,5mm <sup>2</sup> x 2-core.   | m    | 500  |           |        |           |
| 3,8   | <u>Outlets and Accessories</u>   |      |      |           |        |           |
| 3.8.1 | 16A 2 lever 1-way  | ea   | 14   |           |        |           |
| 3.8.2 | Occupancy Sensor   | ea   | 4    |           |        |           |
| 3.8.3 | 16 1 Lever 2 Way   | ea   | 8    |           |        |           |
| 3.8.4 | 16A 1 lever 1-way with pilot light   | ea   | 0    |           |        |           |
| 3.8.5 | 5 Amp Socket Outlets   | ea   | 20   |           |        |           |
| 3,9   | <b>Supply and Install the following Lights as indicated in the specifications and drawings:</b>  |      |      |           |        |           |
| 3.9.1 | Type B1 - BULKHEAD - BHR   | ea   | 5    |           |        |           |
| 3.9.2 | Type D1 - DOWNLIGHT - DL HR ECO  | ea   | 81   |           |        |           |
| 3.9.3 | Type D2 - DOWNLIGHT - DL D   | ea   | 80   |           |        |           |
| 3.9.4 | Type F1 - LED TUBE - GL  | ea   | 5    |           |        |           |
| 3.9.5 | Type T1 - DIFFUSED LED - T-BAR   | ea   | 9    |           |        |           |
| 3.9.6 | Battery Back-up  | ea   | 15   |           |        |           |
| 3.9.7 | External Lights  | sum  | 1    | 22 000,00 |        | 22 000,00 |
| 3,1   | <b>TOTAL FOR SECTION 3 - LIGHTING SYSTEM (Carried forward to Summary of Electrical Bill)</b>   |      |      |           |        |           |
| 4     | <b>SECTION 4 - CCTV, ACCESS CONTROL, PABX, FIRE ALARM AND INTRUDER ALARM (ELV SYSTEMS - CONTAINMENT ONLY SYSTEM BY OTHERS )</b>                |      |      |           |        |           |
| 4,1   | <u>Supply and Install PVC conduit cast into concrete</u>   |      |      |           |        |           |
| 4.1.1 | 20mm.  | m    | 0    |           |        |           |
| 4.1.2 | 25mm.  | m    | 50   |           |        |           |
| 4.1.3 | 32mm.  | m    | 50   |           |        |           |
| 4,2   | <u>Supply and Install PVC conduit installed surface</u>  | m    |      |           |        |           |
| 4.2.1 | 20mm.  | m    | 0    |           |        |           |
| 4.2.2 | 25mm.  | m    | 1000 |           |        |           |
| 4.2.3 | 50mm.  | m    | 150  |           |        |           |
| 4,3   | <u>Supply and Install PVC conduit chased into brickwork</u>  |      |      |           |        |           |
| 4.3.1 | 20mm.  | m    | 0    |           |        |           |
| 4.3.2 | 25mm.  | m    | 200  |           |        |           |
| 4.3.3 | 32mm.  | m    | 0    |           |        |           |
| 4,4   | <u>Supply and Install Galvanised conduit fixed on surface:</u>   |      |      |           |        |           |
| 4.4.1 | 20mm.  | m    | 0    |           |        |           |



| ITEM   | DESCRIPTION   | UNIT | QTY | UNIT RATE |                | TOTAL     |
|--------|---|------|-----|-----------|----------------|-----------|
|        |   |      |     | MATERIAL  | LABOUR         |           |
| 4.4.2  | 25mm.   | m    | 0   |           |                |           |
| 4.4.3  | 32mm.   | m    | 0   |           |                |           |
| 4,5    | <b>Conduit Boxes:</b>   |      |     |           |                |           |
|        | Conduit drawboxes, complete with covers fixed in chase in brickwork, including chasing. (Making good by others):  |      |     |           |                |           |
| 4.5.1  | 60mm round x 25mm deep.   | ea   | 50  |           |                |           |
| 4.5.2  | 100 x 50 x 50mm.  | ea   | 30  |           |                |           |
| 4.5.3  | 100 x 100 x 50mm.   | ea   | 0   |           |                |           |
| 4.5.4  | Galvanised draw-wires installed in conduits and cable sleeves.  | m    | 0   |           |                |           |
| 4,6    | Flush telephone board with 20mm block board backing   |      |     |           |                |           |
| 4.6.1  | 600mm x 600mm x 150mm   | ea   | 0   |           |                |           |
| 4,7    | <b>Standby Power</b>  |      |     |           |                |           |
| 4.7.1  | Supply and Install of three phase 20kVA UPS complete with 10 Mins Full Load Battery Back-up - True on line - double conversion                                    | ea   | 1   |           |                |           |
| 4.7.2  | Access Control Readers  | Sum  | 1   | 75 000,00 |                | 75 000,00 |
| 4,8    | <b>SUPPLY AND INSTALL AND COMMISSION OF FIRE DETECTION SYSTEM:</b>  |      |     |           |                |           |
| 4.8.1  | ZP1 Loop Fire Panel   | ea   | 1   |           |                |           |
| 4.8.2  | Batteries   | ea   | 2   |           |                |           |
| 4.8.3  | Optical Smoke detector  | ea   | 29  |           |                |           |
| 4.8.4  | Heat detector   | ea   | 0   |           |                |           |
| 4.8.5  | Siren/Strobe Combination  | ea   | 2   |           |                |           |
| 4.8.6  | Manual Call point   | ea   | 3   |           |                |           |
| 4.8.7  | Line relays   | ea   | 4   |           |                |           |
| 4.8.8  | PH30 Fire Resistant Cable   | m    | 100 |           |                |           |
| 4.8.9  | Documentation   | ea   | 1   |           |                |           |
| 4.8.10 | Programming and Commissioning   | ea   | 1   |           |                |           |
| 4,9    | <b>TOTAL FOR SECTION 4 - ELV SYSTEMS (Carried forward to Summary of Electrical Bill)</b>  |      |     |           |                |           |
| 5      | <b>SECTION 5 - Air Conditioning</b>   |      |     |           |                |           |
| 5,1    |   |      |     |           |                |           |
| 5.1.1  | AC-1 and 2 AC Unit - Mid-Wall Split Inverter Type, Samsung Model AR18MSFHGWKNFA or Equal and Approved. Unit to be complete with matching outdoor condensing unit. | ea   | 2   |           |                |           |
| 5.1.2  | AC-3 AC Unit - Cassette Split Inverter Type Samsung Model AC052JNNDDEH or Equal and Approved. Unit to be complete with matching outdoor condensing unit.          | ea   | 1   |           |                |           |
| 5.1.3  | AC-4 AC Units - Ducted Split Inverter Type Samsung Model AC140JNNDDEH or Equal and Approved. Unit to be complete with matching outdoor condensing unit.           | ea   | 1   |           |                |           |
| 5.1.4  | Wall mounted controls for units - Wall Remote Included  | ea   | 4   |           | Included Above |           |
| 5.1.5  | Indoor Unit Mounting Brackets/Hangers   | ea   | 4   |           | Included Above |           |
| 5.1.6  | Outdoor Unit Mounting Accessories   | ea   | 4   |           | Included Above |           |
| 5.1.7  | Refrigeration Piping and Insulation, incl common galvanized cable tray type supports (Allow 15m refrigerant piping sets per unit)                                 | ea   | 4   |           | Included Above |           |
| 5.1.8  | Additional Refrigerant Gas R410a  | ea   | 4   |           | Included Above |           |
| 5.1.9  | PVC Drain for Units - to be connected into drains provided by plumber. AC contractor to allow 2,0m per unit (indoor and outdoor).                                 | ea   | 4   |           |                |           |

|   |  |                |    |  |  |  |
|---|--|----------------|----|--|--|--|
| 5.1.10  | PVC Drip Tray 1200x300mm installed under Mid-Wall Split Units in Server Room. Piped to drain. (AC Contactor to allow 4m Dia 25mm PVC piping and fittings per tray.                               | ea             | 2  |  |  |  |
| 5.1.11  | Supply Air Ducting - Insulated Sheet Metal - Cat 2.  | m <sup>2</sup> | 25 |  |  |  |
| 5.1.12  | Supply Air Ducting - Insulated Sheet Metal - Dia 200mm.  | m              | 16 |  |  |  |
| 5.1.13  | Supply Air Ducting - Insulated Sheet Metal - Cat 2 Duct Fittings.  | m              | 11 |  |  |  |
| 5.1.14  | Fresh Air Ducting - Sheet Metal - Dia 150mm  | m              | 0  |  |  |  |
| 5.1.15  | Fresh Air Ducting - Sheet Metal - Dia 200mm  | m              | 22 |  |  |  |
| 5.1.16  | Fresh Air Ducting - Sheet Metal - Dia 250mm  | m              | 0  |  |  |  |
| 5.1.17  | Fresh Air Ducting - Sheet Metal - Fittings   | m <sup>2</sup> | 8  |  |  |  |
| 5.1.18  | Duct Spigots (150 - 250mm)   | ea             | 8  |  |  |  |
| 5.1.19  | Flexible Ducting - Insulated Dia 200mm.  | m              | 10 |  |  |  |
| 5.1.20  | Flexible Ducting - Non-Insulated Dia150mm.   | m              | 0  |  |  |  |
| 5.1.21  | Flexible Ducting - Non-Insulated Dia 200mm.  | m              | 4  |  |  |  |
| 5.1.22  | Flexible Ducting - Non-Insulated Dia 250mm.  | m              | 2  |  |  |  |
| 5.1.23  | F.3 Fresh Air Fan - Inline Tube, Dia 250mm, Votice Lineo or Equal and Approved. c/w 2-off Dia 250mm, 600mm Tube Type Attenuators Fan to be supplied with thiristor for variable speed balancing. | m              | 1  |  |  |  |
| 5.1.24  | Weather Louvre 500x200 c/w Wire Mesh Screen. Powder coated to architectural details.   | ea             | 1  |  |  |  |
| 5.1.25  | Weather Louvre 300x200 c/w Wire Mesh Screen. Powder coated to architectural details.   | ea             | 1  |  |  |  |
| 5.1.26  | Filter Box - Sheet Metal, c/w 500x200 removable and washable flat panel filter. Details per drawing.   | ea             | 1  |  |  |  |
| 5.1.27  | Filter Box - Sheet Metal, c/w 300x200 removable and washable flat panel filter. Details per drawing.   | ea             | 1  |  |  |  |
| 5.1.28  | Butterfly Damper Dia 150mm   | ea             | 0  |  |  |  |
| 5.1.29  | Butterfly Damper Dia 200mm   | ea             | 2  |  |  |  |
| 5.1.30  | Other Item 1: As deemed necessary by AC  | ea             |    |  |  |  |
| <b>Sub-Total Section 5 Air Conditioning - Firemans Building</b> |  |                |    |  |  |  |
|   |  |                |    |  |  |  |
| <b>6</b>  | <b>SECTION 6 - Extract Ventilation</b>   |                |    |  |  |  |
| 6.1   |  |                |    |  |  |  |
| 6.1.1   | F.1 Fresh Air Fan - Inline Tube, Dia 315mm, Votice Lineo or Equal and Approved. c/w 2-off Dia 315mm, 900mm Tube Type Attenuators Fan to be supplied with thiristor for variable speed balancing. | ea             | 1  |  |  |  |
| 6.1.2   | F.2 Fresh Air Fan - Inline Tube, Dia 250mm, Votice Lineo or Equal and Approved. c/w 2-off Dia 250mm, 600mm Tube Type Attenuators Fan to be supplied with thiristor for variable speed balancing. | ea             | 1  |  |  |  |
| 6.1.3   | Extract Air Duct Fittings - Non-Insulated Sheet Metal - Cat 2.   | m <sup>2</sup> | 25 |  |  |  |
| 6.1.4   | Extract Air Duct Fittings - Non-Insulated Sheet Metal - Dia 200mm.   | m              | 15 |  |  |  |
| 6.1.5   | Extract Air Ducting - Non-Insulated Sheet Metal - Cat 2.   | m <sup>2</sup> |    |  |  |  |
| 6.1.6   | Duct Spigots (150 - 250mm)   | ea             | 10 |  |  |  |
| 6.1.7   | Flexible Ducting - Non-Insulated Dia150mm.   | m              | 0  |  |  |  |
| 6.1.8   | Flexible Ducting - Non-Insulated Dia 200mm.  | m              | 16 |  |  |  |

|   |   |     |    |  |  |   |
|---|---|-----|----|--|--|---|
| 6.1.9   | Flexible Ducting - Non-Insulated Dia 250mm.   | m   | 0  |  |  |   |
| 6.1.10  | Extract Air Disc Valves Dia 200mm Neck Size. Aluminium Manufacture.   | ea  | 12 |  |  |   |
| 6.1.11  | Weather Louvre 400x250 c/w Wire Mesh  | ea  | 1  |  |  |   |
| 6.1.12  | Door Grilles - Supplied by AC contractor. Fitted by Main Contractor. 400x250mm.                                   | ea  | 4  |  |  |   |
| <b>Sub-Total Section 6 WC Ventilation - Firemans Building</b> |   |     |    |  |  |   |
| <b>7</b>  | <b>SECTION 7 - PRELIMINARY AND GENERAL</b>  |     |    |  |  |   |
| <b>7,1</b>  | <b>Site establishment</b>   |     |    |  |  |   |
| 7.1.1   | Office  | Sum | 1  |  |  |   |
| 7.1.2   | Office equipment  | Sum | 1  |  |  |   |
| 7.1.3   | Store   | Sum | 1  |  |  |   |
| 7.1.4   | Compliance with statutory laws  | Sum | 1  |  |  |   |
| <b>7,2</b>  | <b>Personnel</b>  |     |    |  |  |   |
| 7.2.1   | Supervisory staff   | Sum | 1  |  |  |   |
| 7.2.2   | Foreman   | Sum | 1  |  |  |   |
| 7.2.3   | Office staff  | Sum | 1  |  |  |   |
| 7.2.4   | Administrative staff  | Sum | 1  |  |  |   |
| 7.2.5   | Other   | Sum | 1  |  |  |   |
| 7.2.6   | Transport cost (Staff & Plant etc.)   | Sum | 1  |  |  |   |
| 7.2.7   | Subsistence allowances  | Sum | 1  |  |  |   |
| <b>7,3</b>  | <b>Insurances</b>   |     |    |  |  |   |
| 7.3.1   | Insurance and guarantees  | Sum | 1  |  |  |   |
| 7.3.2   | Insurance against political unrest  | Sum | 1  |  |  |   |
| <b>7,4</b>  | <b>Other</b>  |     |    |  |  |   |
| 7.4.1   | Telephone, electricity, water etc.  | Sum | 1  |  |  |   |
| 7.4.2   | Provision of all equipment, notices etc to comply with the Occupational Health and Safety Acts (latest amendment) | Sum | 1  |  |  |   |
| 7.4.3   | Performance guarantees  | Sum | 1  |  |  |   |
| 7.4.4   | Item/s not covered  | Sum | 1  |  |  |   |
| 7.4.5   | Testing and Commissioning Certificates  | Sum | 1  |  |  |   |
| <b>7,5</b>  | <b>TOTAL FOR SECTION 7 - PRELIMINARY AND GENERAL (Carried forward to Summary of</b>                               |     |    |  |  |   |
| <b>SUMMARY OF ELECTRICAL BILL</b>                             |   |     |    |  |  |   |
| <b>1</b>  | <b>SECTION 1 - MAIN LV DISTRIBUTION</b>   |     |    |  |  | R |
| <b>2</b>  | <b>SECTION 2 - SMALL POWER</b>  |     |    |  |  | R |
| <b>3</b>  | <b>SECTION 3 - LIGHTING</b>   |     |    |  |  | R |
| <b>4</b>  | <b>SECTION 4 - CCTV, ACCESS CONTROL, PABX, FIRE ALARM AND INTRUDER ALARM</b>                                      |     |    |  |  | R |
| <b>5</b>  | <b>SECTION 5 - AIRCONDITIONING</b>  |     |    |  |  | R |
| <b>6</b>  | <b>SECTION 6 - VENTILATION</b>  |     |    |  |  | R |
| <b>7</b>  | <b>SECTION 7 - PRELIMINARY AND GENERAL</b>  |     |    |  |  | R |
| <b>8</b>  | <b>TOTAL BOQ (Excl VAT)</b>   |     |    |  |  | R |
| <b>9</b>  | <b>TOTAL CARRIED THROUGH TO THE FINAL SUMMARY SHEET</b>   |     |    |  |  | R |

| Section No | FINAL SUMMARY  | Page No | Amount     |
|------------|--|---------|------------|
| 1          | PRELIMINARIES  | 200     |            |
| 2          | BUILDING WORKS: CONTROL ROOM AND RECREATION FACILITIES   | 256     |            |
|            | SUB-TOTAL  |         | R          |
| 3          | ELECTRICAL/MECHANICAL INSTALLATION TO LAW ENFORCEMENT OFFICES  | 264     |            |
|            | SUB-TOTAL  |         | R          |
|            | <b><u>CONTINGENCIES</u></b>  |         |            |
|            | Allow for contingencies to be used at the discretion of the principal agent and which will be measured and valued in accordance with clause 32 of the principal building agreement or deducted in whole or in part if not required | Item    | R          |
|            | SUB-TOTAL  |         | 200,000.00 |
|            | <b><u>VALUE ADDED TAX (VAT) 15%</u></b>  |         |            |
|            | VAT  |         | R          |
|            | <b>Carried to Form of Offer and Acceptance</b>   |         | R          |

|                                     |
|-------------------------------------|
| <b>PART C3:      SCOPE OF WORKS</b> |
|-------------------------------------|

| Document reference    | Title          | No of pages |
|-----------------------|----------------|-------------|
| C3                    | Scope of Works | 7           |
| Total number of pages |                | 7           |

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART C3 SCOPE OF WORKS**

| <b>Contents</b>  | <b>PAGE(S)</b> |
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| C3.1.2 Overview of the Works .....                               | 268            |
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| C3.1.4 Location of the Works .....                               | 268            |
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| C3.1.6 Nature of Ground and Subsoil Conditions .....             | 269            |
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| <b>C4 SITE INFORMATION.....</b>                                  | <b>274</b>     |
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| <b>C5 ANNEXURES.....</b>   | <b>276</b>     |

(For Annexures refer to the Compact Disc issued with the tender document)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|                       |
|-----------------------|
| <b>SCOPE OF WORKS</b> |
|-----------------------|

### C.3.1 PROJECT SPECIFICATIONS

#### 1 DESCRIPTION OF THE WORKS

##### 1.1 Employer's objectives

The Employer's objective is to deliver the construction and upgrading of Stellenbosch Municipality Fire Station including associated site works, as per the drawings attached in Part C5 – Annexures.

##### 1.2 Overview of the works

The contract encompasses the construction and upgrading of control room and staff recreation facilities:

The main parts of the envisaged works include, but are not limited to:

- a) Site clearance and removal of debris as required
- b) Constructing of sub-structure including foundations.
- c) Construction of superstructure including brick walls, slabs, doors, windows, etc.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

##### 1.3 Extent of the works

- The works shall be undertaken in existing single storey structures namely:
  - a) Control room and adjacent offices, etc
  - b) Recreation facilities

##### 1.4 Location of the works

**A locality plan is included in Part C4 (Site Information) of this document.**

The geographical coordinates of the centre of the site are given in Table PS 2.1 - 1 below.

**TABLE PS 2.1 - 1: GEOGRAPHICAL COORDINATES OF THE SITE**

| Latitude      | Longitude      |
|---------------|----------------|
| 33°55'31.33"S | 18°52'36.45" E |

The site is situated within the Stellenbosch Central Business District (CBD) at the intersection of Cluver & Helshoogte Road, Stellenbosch.

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

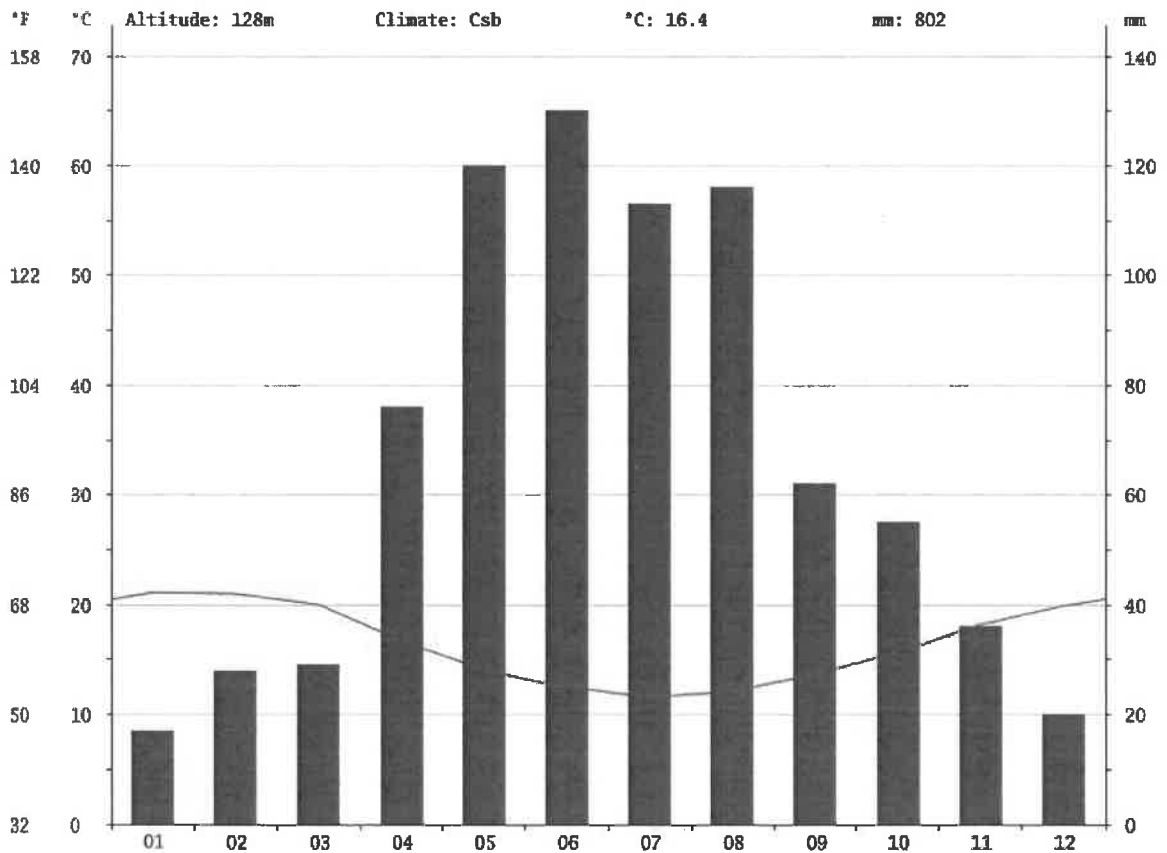
Employer

Witness 1

Witness 2

**1.5 Site Climatic Conditions**

Refer to the graph below for a monthly overview of climatic conditions at Stellenbosch.



**Figure 1: Stellenbosch Climate Graph (Climate-data.org)**

**1.6 Nature of Ground and Subsoil Conditions**

Due to the nature of the works, a geotechnical investigation specific to where the works has not been conducted. The geotechnical investigation is deemed unnecessary as the works would be undertaken within existing structures with minimal foundation requirements.

**1.7 Temporary works**

Contractor's Equipment

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



The Contractor shall provide, erect, commission, operate and de-commission, on completion, the following but not limited to temporary Equipment, necessary for providing the Works in respect of ALL disciplines:

- Scaffolding,
- Waste disposal chutes,
- Waste skips,
- Temporary hoardings and fences,
- Covered walkway gantries & gangways,
- Safety barriers,
- Dust barriers,
- Access gates, and all equipment and tools necessary, in providing the Works.

The Contractor shall, on completion of the Works, de-commission all temporary services, demolish and remove off-site all temporary structures and re-instate such areas requiring the erection of such temporary equipment and or structures, to its original state.

**1.8 Occupational Health And Safety**

The contractor needs to study the following documents:

- Occupational Health and Safety Act, 1993 – Asbestos Regulations, 2001
- Occupational Health and Safety Act, 1993 – Construction Regulations, 2003
- Project-specific H&S Plan (as attached - CD)
- Site Specific Basic Risk Assessment (as attached - CD)

**2 ENGINEERING**

**2.1 Design services**

The Employer is responsible for the design of the permanent works unless otherwise stated. The Contractor is responsible for the design of the temporary works and their compatibility with the permanent works.

**2.2 Employer’s design**

The Employer, via an appointed Professional Team has designed the Works.

**Parts of the works which the Contractor is to design (Workshop Drawings)**

The Contractor shall provide workshop drawings for approval of the supervisor, in accordance with the requirements stated in the Works Information, in respect of the following:

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- a) Electrical distribution board
- b) Reinforced concrete rib and block slabs
- c) Roof trusses

**2.3 Design brief**

The Contractor shall supply all details necessary to assist the Project Manager in the compilation of the as-built drawings.

As-built drawings to indicate the following information:

- Construction breaks and the extent of individual concrete pours
- Routing of and junctions in all services
- Salient features for the operation and maintenance of services

**2.4 Drawings**

See Annexure C for all Architectural / Electrical & Mechanical / Civil & Structural Drawings as per attached CD.

**3 PROCUREMENT**

**3.1 Social and Economic Deliverables Specification Data**

The contractor shall deliver the following deliverables as described in the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) and the following associated specification data:

- **Deliverable A1:** Employment of local resources – Provide employment opportunities to targeted labour
- **Deliverable F1:** HIV/AIDS Awareness – the contractor shall be responsible for promoting HIV/AIDS Awareness on site;

The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

The associated Specification Data is as follows:

| Clause   | Specification data  |
|--|---|
| <b>Deliverable A1: Provide employment opportunities to targeted labour</b> |   |
| The specification data associated with SANS 1914-5 is as follows:          |   |
| 2.2  | <p>The Contractor Participation Goal is a maximum of 40% labour to be employed on the Project to be residents from the Target Areas as specified below. The contractor, inclusive of subcontractors and service providers, is allowed to deploy a maximum of 60% seconded (local &amp; non-local labour) on the Project. In the event that the required skills are not available locally, the contractor must keep a record of efforts made in sourcing labour locally (i.e from Target Area), before identifying seconded non-local labour to be employed on the Project.</p> <p>The approximate labour proportions should be based on the following split:</p> <ol style="list-style-type: none"> <li>1. Unskilled = 100% as per Target Area 1</li> <li>2. Semi-skilled = 50% may be discretionary by the Contractor as per Target Area 1, 2 &amp; 3</li> <li>3. Skilled = 10% may be discretionary by the Contractor as per Target Area 1, 2 &amp; 3</li> </ol> <p>The salaries of the 40% labour from the community is to the contractor's account.</p> |
| 2.9  | <p>The total labour requirements of the contract should be in the following proportions:</p> <p style="padding-left: 40px;">a minimum of 55% to women;<br/>a minimum of 55% to youth who are between the ages of 16 and 35 years of age;<br/>and<br/>a minimum of 1 person with disabilities.</p>   |
| 2.5  | The employer's representative is the <i>Project Manager</i> identified in the Contract Data   |
|  | <p>Target area</p> <p><b>Target Area 1</b> shall be the geographic area which falls under the jurisdiction of STELLENBOSCH townships</p> <p><b>Target Area 2</b> shall be the geographic area, excluding Target Area 1, which falls under the jurisdiction of the Stellenbosch Municipality</p> <p><b>Target Area 3</b> shall be the geographic area which falls within the Western Province.</p>   |
| 2.8  | <p>Targeted labour means unemployed persons who will be employed as local labour on the Project. Preference shall be granted to competent labour in the following order of residing areas:</p> <p style="padding-left: 40px;">1 Target Area 1 (STELLENBOSCH and neighbouring townships)</p>   |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|  |   |
|--|---|
|  | <p>2 Target Area 2 (Stellenbosch Municipality)</p> <p>3 Target Area 3 (Western Cape Province)</p>   |
| <p>3.3.2</p>   | <p>Contracts with targeted labour must include the following clauses / comply with the following:<br/>         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 and as amended from time to time, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers and any other legislated documents that govern employment of unskilled or semi-skilled labour in construction projects.</p> |
| <p><b>Deliverable F1: Promote HIV/AIDS awareness</b></p>                 |   |
| <p>The specification data associated with SANS 1921-6 is as follows:</p> |   |
| <p>4.2.1(a)</p>  | <p>The contractor shall be responsible for promoting HIV/AIDS Awareness on site in accordance with the requirements of SANS 1921-6 and each of the workers anticipated to be employed on the project must be trained in HIV/AIDS Awareness. The Contractor will employ a registered and credible Service Provider to conduct the training throughout the duration of the contract at intervals prescribed relevant standards. The contractor shall submit monthly reports on HIV/AIDS Awareness training to the Project Manager, accompanied by attendance registers in the format prescribed by the Employer</p>                   |

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

**PART C4: SITE INFORMATION**

| Document reference    | Title            | No of pages |
|-----------------------|------------------|-------------|
| C4                    | Site Information | 2           |
| Total number of pages |                  | 2           |

Contractor

Witness 1

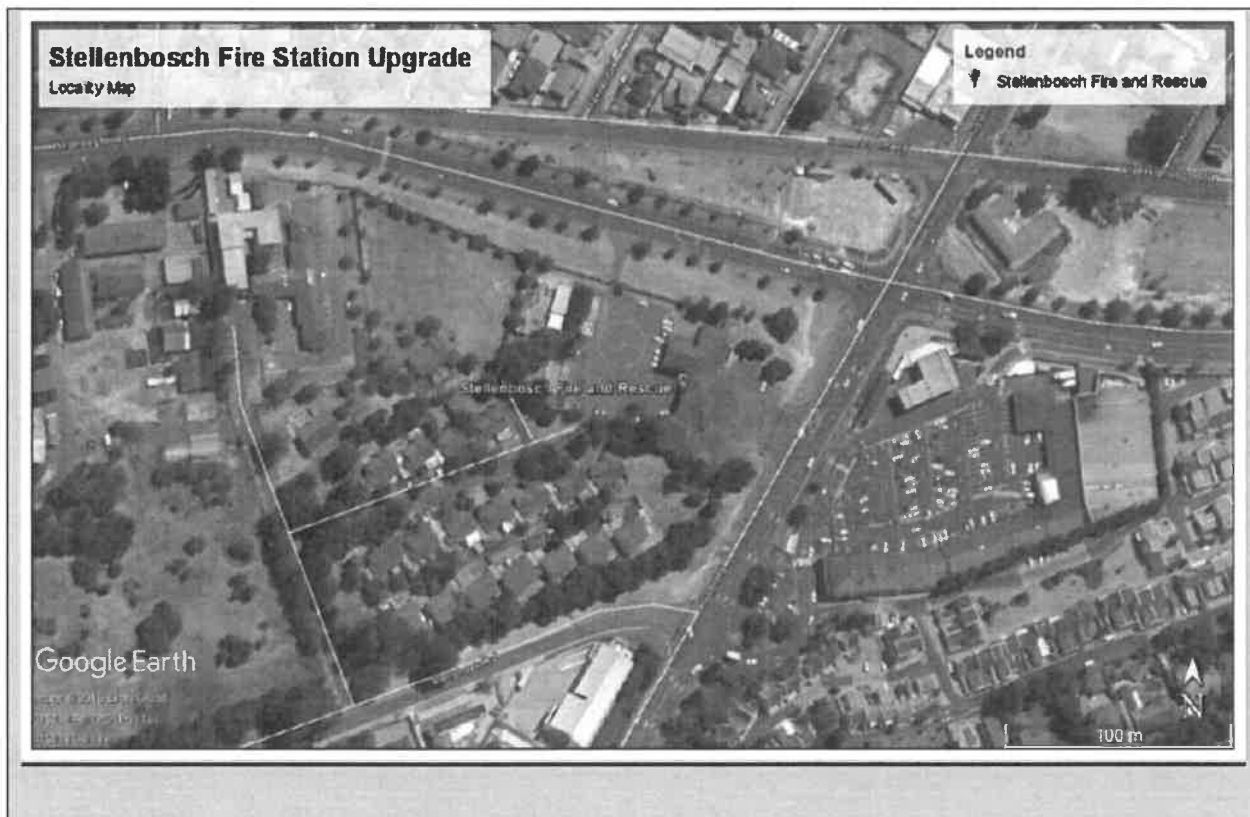
Witness 2

Employer

Witness 1

Witness 2

### LOCALITY PLAN



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART C5: ANNEXURES**

| <b>Document reference</b> | <b>Title</b>   | <b>No of pages</b> |
|---------------------------|--|--------------------|
| Annexure A:               | Occupation Health and Safety: Baseline Risk Assessment and Specification (Refer to CD issued with this bid document) | Refer to CD        |
| Annexure B:               | Environmental Management Programme (Refer to CD issued with this bid document)                                       | Refer to CD        |
| Annexure C:               | Drawings incl. Electrical Specifications (Refer to CD issued with this bid document)                                 | Refer to CD        |
|                           | Total number of pages  | Refer to CD        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ANNEXURE A:  
OCCUPATIONAL HEALTH AND SAFETY: BASELINE RISK  
ASSESSMENT SPECIFICATIONS**

**REFER TO ATTACHED CD**

---

Contractor

Witness 1


Witness 2

Employer


Witness 1

Witness 2



|   |   |  |
|---|---|--|
|  <p><b>STELLENBOSCH</b><br/>STELLENBOSCH • PNIEL • FRANSCHHOEK<br/>MUNICIPALITY • UMÁSIPALA • MUNICIPALITY</p> | <p><b>VOLUME 3 OF 3</b><br/><b>CIDB</b><br/><b>THE CONTRACT</b></p> | <p><b>Tender No: BSM 17/20</b><br/><b>UPGRADING OF STELLENBOSCH</b><br/><b>MUNICIPALITY FIRE STATION</b></p> |
|---|---|--|

**ANNEXURE B:**  
**ENVIRONMENTAL MANAGEMENT PROGRAMME**  
**REFER TO ATTACHED CD**

|  |   |  |
|--|---|--|
|  <p><b>STELLENBOSCH</b><br/>STELLENBOSCH • PAEL • FRANSCHHOEK<br/>MUNICIPALITY • UMASIPALA • MUNISIPALITEIT</p> | <p><b>VOLUME 3 OF 3</b><br/><b>CIDB</b><br/><b>THE CONTRACT</b></p> | <p><b>Tender No: BSM 17/20</b><br/><b>UPGRADING OF STELLENBOSCH</b><br/><b>MUNICIPALITY FIRE STATION</b></p> |
|--|---|--|

**ANNEXURE C:**  
**DRAWINGS & ELECTRICAL SPECIFICATIONS**  
**REFER TO ATTACHED CD**



V3 CONSULTING  
ENGINEERS

## ANNEXURE B

MBD 7.2



**STELLENBOSCH**  
 STELLENBOSCH • PNIEL • FRANSCHHOEK  
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES**

**NOTE:**



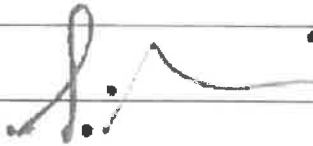
1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.

**PART 1 (to be completed by the TENDERER)**

1. I hereby undertake to render services described in the attached bidding documents to Stellenbosch Municipality, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number BSM 17/20 Upgrading of Stellenbosch Municipality Fire Station Building at the price(s) quoted below / as per pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 

Bidding documents, v/z

  - (a) Invitation to bid
  - (b) Tax clearance certificate
  - (c) Pricing schedule(s)
  - (d) Filled in task directive/proposal
  - (e) Preference claims in terms of the Preferential Procurement Regulations 2017
  - (f) Declaration of Interest
  - (g) Declaration of Bidders past SCM processes
  - (h) Certificate of Independent Bid Determination
  - (i) Special Conditions of Contract; and
  - (j) General Conditions of Contract.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract...

|              |   |              |   |
|--------------|---|--------------|---|
| SIGNATURE    |  | NAME (PRINT) | Craig Kannemeyer  |
| CAPACITY     | Senior Estimator  | DATE         | 24 MAY 2020   |
| NAME OF FIRM | THE CONSTRUCTION CO.  |              |   |
| WITNESS 1:   |  | WITNESS 2:   |  |
| DATE:        | 24 MAY 2020   |              |   |

MBD7.2



**STELLENBOSCH**  
 STELLENBOSCH • PNIEL • FRANSCHHOEK  
 MUNISIPALITEIT • UMASIPALA • MUNICIPALITY



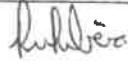
**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (to be completed by STELLENBOSCH MUNICIPALITY)**

7. I, Gary Boshoff in my capacity as Director Community and Protection Services accept your bid under reference number BSM 17/20 Upgrading of Stellenbosch Municipality Fire Station Building, dated 18 October 2019, for the rendering of services indicated hereunder and/or further specified in the annexure(s).
8. An official order indicating service delivery instructions is forthcoming.
9. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE  | PRICE (ALL APPLICABLE TAXES INCLUDED)  | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|---|--|-----------------|-------------------------------------|--|
| Upgrading of Stellenbosch Municipality Fire Station Building. | The offer be accepted and approved for the amount of R8 764 666,56 (including 15 % VAT). | As per tender.  | 1                                   | As per tender.   |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT Stellenbosch on this 25 day of MAY 2020.

| TO BE COMPLETED BY THE STELLENBOSCH MUNICIPALITY  |   |  |             |                         |
|---|---|--|-------------|-------------------------|
| SIGNATURE:  |  |  |             |                         |
| NAME (PRINT):   | Gary Boshoff  |  |             |                         |
| WITNESS 1:  |  |  |             |                         |
| WITNESS 2:  |  |  |             |                         |
| OFFICIAL STAMP:   |   |  |             |                         |
| <table border="1"> <tr> <td>STELLENBOSCH MUNICIPALITY<br/>SUPPLY CHAIN SERVICES</td> </tr> <tr> <td style="text-align: center;">25 MAY 2020</td> </tr> <tr> <td>SUPPLY CHAIN MANAGEMENT</td> </tr> </table> |   | STELLENBOSCH MUNICIPALITY<br>SUPPLY CHAIN SERVICES | 25 MAY 2020 | SUPPLY CHAIN MANAGEMENT |
| STELLENBOSCH MUNICIPALITY<br>SUPPLY CHAIN SERVICES  |   |  |             |                         |
| 25 MAY 2020   |   |  |             |                         |
| SUPPLY CHAIN MANAGEMENT   |   |  |             |                         |



# STELLENBOSCH

STELLENBOSCH • ENDELS • TRANSCHEURIEK

MUNISIPALITEIT • UMSTADT • MUNICIPAALITY

## SUPPLY CHAIN MANAGEMENT UNIT

Enquiries: Me G Mettler E-mail [scm.appeals@stellenbosch.gov.za](mailto:scm.appeals@stellenbosch.gov.za) Ref: 6/1/1 Tel: (021) 808 8025 Fax: (021) 886 6749

As per fax: 086 695 3226  
As per email: [info@theconstructionco.co.za](mailto:info@theconstructionco.co.za)

Attention: Craig Kannemeyer

**THE CONSTRUCTION CO.**  
P. O BOX 907  
MAITLAND  
CAPE TOWN  
7404

Dear Sir/Madam

### **BID: B/SM 17/20: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION BUILDING**

Stellenbosch Municipality has accepted your offer dated 18 October 2019, for the upgrading of Stellenbosch Municipality Fire Station Building subjected only to the terms and conditions embodied in the Tender specifications and the general conditions of contract.

***Please note this award is subject to a 14 day objection period as per SCM regulation 49 as well as to a 21 day for appeals as per Section 62 of the Municipal Structures Act against the decision made.***

*Please note the above provisions will run concurrently from the date of notification of the decision.*

If there is any uncertainty regarding the scope of work, it should be addressed as soon as possible. Please liaise with Wayne Smith at the following number 021808 8240.

Yours faithfully

  
.....  
pp Financial Services  
Municipal Manager

  
.....  
Date



V3 CONSULTING  
ENGINEERS

## ANNEXURE C



V3 CONSULTING  
ENGINEERS

## MEETING MINUTES

|                          |   |                     |       |
|--------------------------|---|---------------------|-------|
| <b>Project Name:</b>     | Stellenbosch Fire and Rescue              |                     |       |
| <b>Title of Meeting:</b> | Contract and Site Handover Meeting        |                     |       |
| <b>Location:</b>         | V3 Cape Town Office and Online – MS Teams | <b>Meeting No.:</b> | 001   |
| <b>Date:</b>             | 05 May 2021                               | <b>Time</b>         | 14h00 |

### 1. PRESENT

| Name                | Company                         | Contact      | E-mail   | Initial |
|---------------------|---------------------------------|--------------|--|---------|
| Alister Human       | V3 Cons. Eng.                   | 072 255 3981 | <a href="mailto:alister.human@v3consulting.co.za">alister.human@v3consulting.co.za</a>               | AH      |
| Eduard Coetzee      | V3 Cons. Eng.                   | 082 825 5050 | <a href="mailto:eduard.coetzee@v3consulting.co.za">eduard.coetzee@v3consulting.co.za</a>             | EC      |
| Kuben Pather        | V3 Cons. Eng.                   | 083 799 8092 | <a href="mailto:kuben.pather@v3consulting.co.za">kuben.pather@v3consulting.co.za</a>                 | KP      |
| Craig Van Reenen    | Stellenbosch F&R                | 083 660 0570 | <a href="mailto:craig.vanreenen@stellenbosh.gov.za">craig.vanreenen@stellenbosh.gov.za</a>           | CR      |
| Madlenkosi Mgogoshe | Stellenbosch Compliance Officer | 073 678 1513 | <a href="mailto:mandlenkosi.mgogoshe@stellenbosh.gov.za">mandlenkosi.mgogoshe@stellenbosh.gov.za</a> | MM      |
| Craig Kannemeyer    | The Construction Co             | 0836424415   | <a href="mailto:Craig@theconstructionco.co.za">Craig@theconstructionco.co.za</a>                     | CK      |
| Irfaan Kahn         | The Construction Co             | 0826161786   | <a href="mailto:irfaan@theconstructionco.co.za">irfaan@theconstructionco.co.za</a>                   | IK      |
| Marlon Beukes       | The Construction Co             | 0767746828   | <a href="mailto:Marlin@the.constrcutionco.co.za">Marlin@the.constrcutionco.co.za</a>                 | MB      |





| Discussions |  | Person | Date |
|-------------|--|--------|------|
| <b>2.</b>   | <b>INTRODUCTION</b>  |        |      |
| 2.1         | AH welcomed all to the project status meeting.   | NOTE   |      |
| <b>3.</b>   | <b>KEY DISCUSSION ITEMS</b>  |        |      |
| 3.1         | Discussion on the current status of the contract and project finance.  | NOTE   |      |
| 3.2         | Discussion regarding when the Site Handover will occur.  |        |      |
| <b>4.</b>   | <b>PROJECT MEETING DISCUSSION</b>  |        |      |
| 4.1         | AH met with client, SCM and legal representative and discussed the validity of the contract and the values of the PO's issued. AH advised that the client is of the opinion that the contract has been concluded and that the contract is valid and enforceable. Furthermore, it was reiterated that works should start based on the values of current PO's Issued.  | NOTE   |      |
| 4.2         | AH advised that the current PO's that has been issued is attended to as the deadline for having these PO's spent is end of June 2021.  | NOTE   |      |
| 4.3         | IK: Advised that the current PO values does not reflect the current tendered value and that the contractor is unable to commit to the project until the financial quantum of the contract as tendered is confirmed. IK advised that the risk for the contractor commencing the works at the current PO values is too great and that they need a guarantee that the remaining funds will be made available. | NOTE   |      |
| 4.4         | IK further made mention that the issue of escalation of the current contract values needs to be addressed as the contract was tendered in 2019, awarded in 2020. IK stated the lapse of time will make it extremely difficult to service the project and that a mechanism for escalation will need to be discussed beforehand.   |        |      |
| 4.5         | AH advised that as they contract is currently in effect that the contractor should take possession of the site begin works and then use the mechanism within the contract to address the escalation issue.   |        |      |
| 4.6         | CR stressed that budgets and issued PO values for 2020/2021 FY to be committed ASAP and that construction is to commence. CR further advised that the rest of the funding will be available in the new financial year.   | NOTE   |      |
| 4.7         | MM reiterated the fact that the contract is concluded and that it is expected that the contractor is to proceed with the works immediately. MM further advised that the Stellenbosch Municipality is committed to the signed tender amount and will ensure that the payment obligations in terms of the signed contract value is met.  | NOTE   |      |
| 4.8         | IK stated that the contractor is committed to completing the project but cannot do so at the current PO values and proposed phasing of the project. IK stated that because of this the terms of the tendered contract has changed and that a negotiation will have to be done to ensure that the project remains profitable for them.  |        |      |



|  |      |            |
|--|------|------------|
| <b>5. DELIVERABLES</b>   |      |            |
| 5.1 AH advised that the minutes of the meeting will be circulated to all. AH further advised that the minutes will be a record of the fact that the client is committed to the payment of the tendered value and that works immediately needs to commence. | NOTE | 2021/04/08 |
| 5.2 IK advised that he would await the Meeting Minutes and reiterated the fact that the contractor requires a letter from the Client (Stellenbosch) that the full tender value of the contract is applicable.  | NOTE |            |
| <b>6. NEXT MEETING</b>   |      |            |
| 6.1 The next meeting is to be the Site handover and progress meetings to be held on site. Date to be confirmed based on Feedback from The Construction Co. pertaining to the letter and minutes.   | NOTE |            |
| <b>7. SIGNING OF MINUTES</b>   |      |            |
| <br><hr/> <p>for CITY OF CAPE TOWN</p> <hr/><br><hr/> <p>for V3 CONSULTING ENGINEERS</p> <hr/>   |      |            |
| <p>DATE</p><br><br><br><p>DATE</p>   |      |            |



V3 CONSULTING  
ENGINEERS

## ANNEXURE D



T: 021 510 1951  
F: 086 695 3226

E: [info@theconstructionco.co.za](mailto:info@theconstructionco.co.za)

47 Burton St, Maitland, 7405, Cape Town, South Africa  
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

13 May 2021

Directorate Community and Protection Services  
Stellenbosch Municipality  
PO Box 17, Stellenbosch  
7599

Attention: Charl Kitching

Dear Sir

**Re B/SM 17/20 – Upgrade of Stellenbosch Municipal Fire Station.**

We thank you for your letter dated 6 May 2021.

We note your confirmation that you will honour the contract and contract value approved by the BAC and will no longer reduce or compartmentalise the contract. This confirmation does not address our main concern relative to the delays in the commencement of this project and how this impacts on our costs more than a year and half after the award of the contract.

We are committed to pleasing our clients and presenting quality work on time at a fair price. We have every intention of taking site as soon as possible and would need agreement on the following items before we proceed with this project:

**1. Construction Guarantee**

We are required to submit a construction guarantee before we take site. As we have been negotiating and debating the contract value, we could not present a construction guarantee and have now engaged our insurers who are able to provide the construction guarantee. We note that you will accept a draft guarantee for your perusal and approval. As it is a contract term that we provide the guarantee before taking site and commencing with the works and note your waiver of this requirement. We would still however require your written response to this letter before taking site.

**2. Expenses and Loss**

We have recorded the impact of the delays in commencement of the project and made it plain that it was never ever expected of any tenderer to hold their rates for 2 years. We have previously recorded that we are not prepared to hold our prices from the tender stage and we have engaged you on the expenses and loss concept in the JBCC agreement. Your team has suggested that we proceed with the works immediately and we can deal with the expenses and losses at the claim stage. We are not opposed to this suggestion but respectfully refer you to clauses 32.5.5 and 32.6 of the JBCC. You will note that in terms of clause 32.6 we are required to inform you of any expenses and loss flowing from any default on your part within 40 days of becoming aware of the default. We have been aware of the delay in site handover and were advised that the project was placed on hold due to Covid-19 and other related matters. We have thus not previously placed you in default or on notice for not commencing the project within a reasonable time resulting in expenses and losses to us. We would therefore request your agreement that clause 32.5 shall be applicable to the delay in commencement of the project and that expenses and losses shall be applicable contractually as a result of this delay irrespective of the non-compliance with clause 32.6 as read with clause 32.5 generally and clause 32.5.5 specifically.

In short we require confirmation that expenses and losses shall be applicable to our claims irrespective of the 40 working day notice set out in clause 32.6 and that we must still comply with clauses 32.6.1, 32.6.2 and 32.6.3 as the case may be.



T: 021 510 1951  
F: 086 695 3226

E: [info@theconstructionco.co.za](mailto:info@theconstructionco.co.za)

47 Burton St, Maitland, 7405, Cape Town, South Africa  
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

We are also not requesting any predetermination of any claim and will be required to substantiate any expenses and losses in the normal course of events. We simply require confirmation that no technical or legal points will be taken relative to notices and breaches or defaults as it relates to clauses 32.5 and 32.6 and that you agree that we are entitled to submit expenses and losses and that the value of such expenses and losses will be assessed by the Principal Agent in due course.

### 3. CPAP

We accept that in terms of the contract, CPAP is not applicable. We are prepared to sign an addendum that now incorporates CPAP. We trust that you would agree that at the tender stage no party considered a delay of close to 2 year. This option is open for consideration.

### Conclusion

We await your responses as a matter of urgency. We are keen to take site but need your responses to this letter prior to taking site. We will take site on Monday upon acceptance of the principles set out in either clause 2 or clause 3 above.

Yours sincerely

.....  
Craig Kannemeyer  
Estimating Manager  
On Behalf of The Construction Co



T: 021 510 1951  
F: 086 695 3226

E: info@theconstructionco.co.za

47 Burton St, Maitland, 7405, Cape Town, South Africa  
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

19 May 2021

V3 Consulting Engineers  
P O Box 6449  
Welgemoed  
7538

Dear Alister

**Re B/SM 17/20 – Upgrade of Stellenbosch Municipal Fire Station.**

We refer your letter dated 18 May 2021 in response to our letter to our client requesting an agreement that expenses and losses shall be applied to this agreement irrespective of technical contractual notification periods.

We note that your letter constantly refers to a reservation of rights and on the crucial aspect of the expenses and loss in paragraph 2, states "*your rates were held for two years and we reserve our rights on this matter.*" We in fact recorded the exact opposite.

Kindly confirm that the answer to our request in our paragraph 2:

*"In short we require confirmation that expenses and losses shall be applicable to our claims irrespective of the 40 working day notice set out in clause 32.6 and that we must still comply with clauses 32.6.1, 32.6.2 and 32.6.3 as the case may be"*

is an emphatic no.

We have recorded that "we will take site on Monday upon acceptance of the principles set out in either clause 2 or clause 3" of our previous letter. If the response is an emphatic no then we will not be taking site and would be obliged to commence cancellation processes.

We trust that we will be able to resolve this matter amicably and have a mutually beneficial relationship going forward. We simply want to secure our entitlement to the expenses and losses mechanism in the contract and we are not asking for the predetermination of any losses or expenses. We are simply asking for the relaxing of the 40 days' notice requirement.

Please provide clarity.

Yours sincerely

.....  
Craig Kannemeyer  
Estimating Manager  
On Behalf of The Construction Co



V3 CONSULTING  
ENGINEERS

## ANNEXURE E



T: 021 510 1951  
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47 Burton St, Maitland, 7405, Cape Town, South Africa  
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

23<sup>rd</sup> July 2021

V3 CONSULTING ENGINEERS  
% STELLENBOSCH FIRE STATION  
CAPE TOWN  
8001

Att: ALISTER HUMAN

**Re: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION**

**CLAIM FOR EXPENSE & LOSS:**

In reference to our letters dated 13 May 2021 (Annexure A), whereby we have notified you on our intention to claim for expense and loss. In reference to our letter point no.2, we have recorded the impact of the delays in commencement of the project and made it plain that it was never expected of The Construction Co to hold our rates for 2 years. However, we have previously recorded that we were unable to hold our prices from tender stage and we have engaged you on the expenses and loss concept in the JBCC agreement. Your team had previously suggested that we proceed with the works immediately and we can deal with the expenses and losses at the claim stage.

As agreed (Annexure B) and in compliance with the JBCC Principal Building Agreement (Series 2000, Edition 4.1 of March 2005) we hereby submit our claim for the expense and loss, arising from a circumstance for which provision was not required in the contract sum and for which reasonable compensation has not been made, that will be incurred with commencement and execution of the tendered scope of works due to the following:

- Late site handover – 222 Days
- Proposed commencement date of works has been delayed which has caused a delay in appointments of sub-contractors & suppliers
- Recovery of labour, plant & material increase costs during the period

We have therefore quantified the preliminary value of the expense & loss (Annexure C) for your perusal and assessment as per clause 32.6.1 and 32.6.2 of the JBCC Principle Building Agreement (Series 2000, Edition 4.1 of March 2005).

We trust that this meets with your approval and again offer our assurance of continued commitment to the successful completion of the contract

Yours faithfully

.....  
Craig Kannemeyer  
Estimating Manager  
On Behalf of The Construction Co.





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47 Burton St, Maitland, 7405, Cape Town, South Africa  
P.O. Box 907, Maitland, 7404, Cape Town, South Africa

23<sup>rd</sup> August 2021

V3 CONSULTING ENGINEERS  
% STELLENBOSCH FIRE STATION  
CAPE TOWN  
8001

Att: ALISTER HUMAN

**Re: UPGRADING OF STELLENBOSCH MUNICIPALITY FIRE STATION**

**SUMMARY FOR EXPENSE & LOSS:**

In reference to our letters dated 23 July 2021, herewith is a summary as per your request.

**Late site handover – 222 Days:**

- Acceptance of LOA Date: 24 May 2020
- Initial Scheduled Handover Date: 11 June 2020 (Note this date was moved 2-3 times, refer to attached emails)
- New Handover / Site Possession Date: 21 May 2021

**Bill of Quantities Summary:**

| NO | TRADE SUMMARY                                     | TENDER SELLING | CURRENT SELLING | Variance       |
|----|---|----------------|-----------------|----------------|
| 1  | SECTION NO. 1                                     | R 1 224 170.00 | R 1 598 112.58  | R 373 942.58   |
|    | SECTION NO. 2                                     |                |                 |                |
| 2  | ALTERATIONS                                       | R 262 942.33   | R 285 413.26    | R 22 470.93    |
| 3  | EARTHWORKS  | R 14 960.32    | R 17 461.65     | R 2 501.33     |
| 4  | CONCRETE, FORMWORK AND REINFORCEMENT              | R 79 327.17    | R 89 642.10     | R 10 314.93    |
| 5  | MASONRY   | R 85 375.86    | R 88 517.43     | R 3 141.57     |
| 6  | WATERPROOFING                                     | R 2 342.35     | R 2 342.35      | R -            |
| 7  | CARPENTRY AND JOINERY                             | R 113 502.20   | R 209 240.93    | R 95 738.73    |
| 8  | FLOOR COVERINGS, WALL LININGS, ETC                | R 140 694.04   | R 189 456.29    | R 48 762.25    |
| 9  | CEILINGS, ETC                                     | R 359 626.70   | R 436 982.10    | R 77 355.40    |
| 10 | IRONMONGERY                                       | R 51 376.00    | R 51 376.00     | R -            |
| 11 | STRUCTURAL STEELWORK                              | R 116 401.22   | R 153 012.18    | R 36 610.96    |
| 12 | METALWORK   | R 298 302.89   | R 381 103.60    | R 82 800.71    |
| 13 | PLASTERING  | R 52 440.01    | R 53 065.34     | R 625.33       |
| 14 | TILING  | R 306 727.99   | R 357 499.41    | R 50 771.42    |
| 15 | PLUMBING AND DRAINAGE                             | R 381 681.47   | R 456 019.57    | R 74 338.10    |
| 16 | GLAZING   | R 8 911.00     | R 13 184.64     | R 4 273.64     |
| 17 | PAINTWORK   | R 126 235.05   | R 129 303.85    | R 3 068.80     |
| 18 | PROVISIONAL AMOUNTS FOR SELECTED SUBCONTRACT WORK | R 2 483 520.00 | R 2 483 520.00  | R -            |
| 19 | ELECTRICAL/MECHANICAL BOQ                         | R 1 312 912.58 | R 1 743 628.67  | R 430 716.09   |
| 20 | CONTINGENCIES                                     | R 200 000.00   | R 200 000.00    | R -            |
|    |   | R 7 621 449.18 | R 8 938 861.95  | R 1 317 412.77 |



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**Preliminary & General Breakdown:**

| Item     | Bill description                                       | Tender Nett Rate | Tender Selling Amount | Current Nett Rate | Current Selling Amount | Variance     |
|----------|--|------------------|-----------------------|-------------------|------------------------|--------------|
| <b>1</b> | <b>Site Representative</b>                             | R 689 500.00     | R 804 000.00          | R 906 481.50      | R 1 057 048.08         | R 253 048.08 |
|          | Management of Works as per detailed breakdown          | R 689 500.00     | R 804 000.00          | R 906 481.50      | R 1 057 048.08         | R 253 048.08 |
| <b>2</b> | <b>Security</b>  | R 17 850.00      | R 24 850.00           | R 26 500.00       | R 36 893.30            | R 12 043.30  |
|          | Construction Guarantee as per detailed breakdown       | R 17 850.00      | R 24 850.00           | R 26 500.00       | R 36 893.30            | R 12 043.30  |
| <b>3</b> | <b>Plant, equipment, sheds and offices</b>             | R 108 970.00     | R 191 900.00          | R 149 400.00      | R 263 093.40           | R 71 193.40  |
|          | Plant Related Items as per detailed breakdown          | R 78 970.00      | R 139 070.00          | R 84 400.00       | R 148 628.40           | R 9 558.40   |
|          | Material Related Items as per detailed breakdown       | R 30 000.00      | R 52 830.00           | R 50 000.00       | R 88 050.00            | R 35 220.00  |
|          | Covid Related Items as per detailed breakdown          | R -              | R -                   | R 15 000.00       | R 26 415.00            | R 26 415.00  |
| <b>4</b> | <b>Telecommunication facilities</b>                    | R 10 800.00      | R 12 600.00           | R 10 800.00       | R 12 600.00            | R -          |
|          | Telecom as per detailed breakdown                      | R 10 800.00      | R 12 600.00           | R 10 800.00       | R 12 600.00            | R -          |
| <b>5</b> | <b>Ablution facilities</b>                             | R 11 699.00      | R 12 600.00           | R 19 670.25       | R 21 184.86            | R 8 584.86   |
|          | Plant Related Items as per detailed breakdown          | R 11 699.00      | R 12 600.00           | R 11 699.00       | R 12 600.00            | R -          |
|          | Labour Covid Related Items as per detailed breakdown   | R -              | R -                   | R 7 971.25        | R 8 584.86             | R 8 584.86   |
| <b>6</b> | <b>Protection of the works</b>                         | R 27 500.00      | R 29 000.00           | R 29 000.00       | R 30 580.50            | R 1 580.50   |
|          | Material Related Items as per detailed breakdown       | R 27 500.00      | R 29 000.00           | R 29 000.00       | R 30 580.50            | R 1 580.50   |
| <b>7</b> | <b>Security of the works</b>                           | R 92 655.00      | R 99 820.00           | R 103 377.00      | R 111 368.04           | R 11 548.04  |
|          | Labour Related Items as per detailed breakdown         | R 92 655.00      | R 99 820.00           | R 103 377.00      | R 111 368.04           | R 11 548.04  |
| <b>8</b> | <b>Works cleaning &amp; clearing</b>                   | R 16 632.00      | R 49 400.00           | R 22 000.00       | R 65 344.40            | R 15 944.40  |
|          | Rubble Removal Related Items as per detailed breakdown | R 16 632.00      | R 49 400.00           | R 22 000.00       | R 65 344.40            | R 15 944.40  |
|          |  | R 878 906.00     | R 1 224 170.00        | R 1 257 228.75    | R 1 598 112.58         | R 373 942.58 |

We trust that this meets with your approval and again offer our assurance of continued commitment to the successful completion of the contract

Yours faithfully

.....  
Craig Kannemeyer  
Estimating Manager  
On Behalf of The Construction Co.



V3 CONSULTING  
ENGINEERS

## ANNEXURE F

## UPGRADING OF STELLENBOSCH FIRE STATION

## FOR STELLENBOSCH MUNICIPALITY

Document Type: Escalation Calculation

Date: 20/09/2021

**Kiwango**  
 Quantity Surveys & Project Managers

| DESCRIPTION  | Budget Breakdown -<br>Original Scope of<br>work | ESCALATION              |                    | Escalation Amount   | Comments |
|--|---|-------------------------|--------------------|---------------------|----------|
|  |   | [b]                     | [c]                |                     |          |
|  |   | Base Month<br>Sept 2019 | End<br>Sept 2021   |                     |          |
|  |   | Cashflow factor<br>60%  | Escalatable<br>85% |                     |          |
| <b>1.1 Builder's work</b>  | <b>R 3 625 016.60</b>                           |                         |                    | <b>R 198 023.29</b> |          |
| 1.1.1 Preliminaries  | R 1 224 170.00                                  | 113.90                  | 126.10             | R 66 872.57         |          |
| 1.1.2 Alterations  | R 262 942.33                                    | 113.90                  | 126.10             | R 14 363.72         |          |
| 1.1.3 Earthworks   | R 14 960.32                                     | 113.90                  | 126.10             | R 817.24            |          |
| 1.1.4 Concrete, formwork and reinforcement                               | R 79 327.17                                     | 113.90                  | 126.10             | R 4 333.39          |          |
| 1.1.5 Masonry  | R 85 375.86                                     | 113.90                  | 126.10             | R 4 663.82          |          |
| 1.1.6 Waterproofing  | R 2 342.35                                      | 113.90                  | 126.10             | R 127.96            |          |
| 1.1.7 Carpentry & Joinery  | R 113 502.20                                    | 113.90                  | 126.10             | R 6 200.27          |          |
| 1.1.8 Floor coverings, wall linings, etc                                 | R 140 694.04                                    | 113.90                  | 126.10             | R 7 685.67          |          |
| 1.1.9 Ceilings & partitions and access flooring                          | R 359 626.70                                    | 113.90                  | 126.10             | R 19 645.28         |          |
| 1.1.10 Ironmongery   | R 51 376.00                                     | 113.90                  | 126.10             | R 2 806.51          |          |
| 1.1.11 Structural steelwork  | R 116 401.22                                    | 113.90                  | 126.10             | R 6 358.63          |          |
| 1.1.12 Metalwork   | R 298 302.89                                    | 113.90                  | 126.10             | R 16 295.35         |          |
| 1.1.13 Plastering  | R 52 440.01                                     | 113.90                  | 126.10             | R 2 864.63          |          |
| 1.1.14 Tiling  | R 306 727.99                                    | 113.90                  | 126.10             | R 16 755.59         |          |
| 1.1.15 Plumbing and drainage   | R 381 681.47                                    | 113.90                  | 126.10             | R 20 850.06         |          |
| 1.1.13 Glazing   | R 8 911.00                                      | 113.90                  | 126.10             | R 486.78            |          |
| 1.1.14 Paintwork   | R 126 235.05                                    | 113.90                  | 126.10             | R 6 895.83          |          |
| <b>1.2 Provisional Sums</b>  | <b>R 2 483 520.00</b>                           |                         |                    | <b>R 135 666.91</b> |          |
| 1.2.1 Balustrading   | R 40 000.00                                     | 113.90                  | 126.10             | R 2 185.07          |          |
| 1.2.2 Control room equipment and joinery                                 | R 1 900 000.00                                  | 113.90                  | 126.10             | R 103 791.04        |          |
| 1.2.3 Fire services and signage  | R 68 000.00                                     | 113.90                  | 126.10             | R 3 714.63          |          |
| 1.2.4 ICT  | R 150 000.00                                    | 113.90                  | 126.10             | R 8 194.03          |          |
| 1.2.5 Sound proof ceiling panels   | R 200 000.00                                    | 113.90                  | 126.10             | R 10 925.37         |          |
| 1.2.6 Vanity slabs   | R 30 000.00                                     | 113.90                  | 126.10             | R 1 638.81          |          |
| 1.2.7 Overheads and profit on PS's                                       | R 95 520.00                                     | 113.90                  | 126.10             | R 5 217.96          |          |
| <b>1.3 Electrical/Mechanical Installations</b>                           | <b>R 1 312 912.58</b>                           |                         |                    | <b>R 71 720.30</b>  |          |
| 1.3.1 Electrical & Mechanical services                                   | R 1 312 912.58                                  | 113.90                  | 126.10             | R 71 720.30         |          |
| <b>Sub-total - Construction Cost, FF &amp; E &amp; Professional Fees</b> | <b>R 7 421 449.18</b>                           |                         |                    | <b>R 405 410.51</b> |          |

|             |   |
|-------------|---|
| <b>12.2</b> | <b>CONSIDERATION OF EXPENDITURE INCURRED RELATING TO THE 2021/2022 FINANCIAL YEAR</b> |
|-------------|---|

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

19 August 2022

**1. SUBJECT: CONSIDERATION OF EXPENDITURE INCURRED RELATING TO THE 2021/2022 FINANCIAL YEAR**

**2. PURPOSE OF REPORT**

To provide information regarding the irregular expenditure incurred at 30 June 2022 and, to be recommended to and considered by Council to certify the expenditure as irrecoverable and to be written-off by Council in terms of Section 32 of the MFMA.

**3. DELEGATED AUTHORITY**

Council

**4. EXECUTIVE SUMMARY**

Section 32(2)(b) of the Municipal Finance Management, 2003 (Act 56 of 2003) (MFMA) require a municipality to recover unauthorised, irregular or fruitless and wasteful expenditure from the person liable for that expenditure unless the expenditure, in the case of irregular or fruitless and wasteful expenditure, is, after investigation by a council committee, certified by the council as irrecoverable and written-off by the council.

Expenditure was identified which was non-compliant with Council approved policies and the Municipal Financial Management Act. All known instances of non-compliance with legislation, which the Municipality is aware of and whose effects should be considered have been recorded.

**5. RECOMMENDATIONS**

FOR CONSIDERATION

**6. DISCUSSION**

**Background**

Expenditure was identified which was non-compliant with Council approved policies and the Municipal Financial Management Act. All known instances of non-compliance with legislation, which the Municipality is aware of and whose effects should be considered have been recorded.

The table below depicts the expenditure that were identified by the Municipality, and as a corrective measure, the administration is requesting Council to write off this irregular expenditure with the explanations and recommendation given.

| No | Irregular Expenditure                    | Amounts including VAT | Comments:  |
|----|--|-----------------------|--|
| 1  | BSM45/15 Annual electrical labour tender | R2 499 213.35         | These items did serve before MPAC and was certified as irrecoverable and written-off by the municipal council, but council only considered the expenditure that was incurred up to that specific point. This return item is to consider the expenditure that was incurred subsequent to council's resolution. The listed projects are finalised. |
| 2  | Basson Blackburn Attorneys               | R9 446                |  |
| 3  | Swey Design                              | R39 076.40            |  |

**7. FINANCIAL IMPLICATIONS**

Financial implications relating to irregular expenditure incurred at 30 June 2022.

**8. LEGAL IMPLICATIONS**

Supply Chain Management Regulations

Municipal Management Finance Act

**9. RISK IMPLICATIONS**

Reporting irregular expenditure timeously.

**10. MUNICIPAL MANAGER'S COMMENT**

The municipality received the services and got value for money. Supply Chain breaches was not intentional, and measures were put in place to avoid reoccurrence. This item did serve before MPAC and was certified as irrecoverable and written-off by the municipal council on expenditure incurred up to that specific period. Furthermore, the return item is to consider the expenditure that was incurred subsequent to a council resolution.

**RECOMMENDATIONS FROM MPAC TO COUNCIL: 2022-08-19: ITEM 5.2**

- (a) that Council takes note of the circumstances as provided in the report;
- (b) that Council certifies the irregular expenditure to the amount of R2 547 735.75 (including VAT) as irrecoverable; and
- (c) that Council writes off the irregular expenditure as irrecoverable in terms of the MFMA Section 32(2).

**FOR FURTHER DETAILS CONTACT:**

|                        |                                   |
|------------------------|-----------------------------------|
| <b>NAME</b>            | Kevin Carolus                     |
| <b>POSITION</b>        | Chief Financial Officer           |
| <b>DIRECTORATE</b>     | Financial Services                |
| <b>CONTACT NUMBERS</b> | 021 808 8528                      |
| <b>E-MAIL ADDRESS</b>  | Kevin.Carolus@stellenbosch.gov.za |
| <b>REPORT DATE</b>     | 15 August 2022                    |

|      |   |
|------|---|
| 12.3 | <b>CONSIDERATION OF THE IRREGULAR EXPENDITURE INCURRED RELATING TO BARLOWORLD TOYOTA STELLENBOSCH</b> |
|------|---|

Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance and Compliance

19 August 2022

**1. SUBJECT: CONSIDERATION OF THE IRREGULAR EXPENDITURE INCURRED RELATING TO BARLOWORLD TOYOTA STELLENBOSCH**

**2. PURPOSE**

To provide information regarding the irregular expenditure incurred for investigation by MPAC and to be recommended to and consideration by Council to certify the expenditure as irrecoverable and to be written off by Council in terms of Section 32(2) of the MFMA.

**3. DELEGATED AUTHORITY**

Council.

**4. EXECUTIVE SUMMARY**

On 31 May 2022 the municipal vehicle, Hilux Single Cab with registration CL48999 was due for a service and was delivered at Toyota Stellenbosch in terms of all maintenance and services to the Stellenbosch Municipality.

An official purchase order was not yet generated in this regard as it was assumed that the maintenance plan was still active. Toyota Stellenbosch accepted the vehicle without a purchase order. It was later established that the maintenance plan has expired, but the warranty was still valid. The Informal Settlements Department was informed by Wesbank that the vehicle is out of a maintenance plan and that the municipality does not allow self-allocation. However, the service provider, Toyota Stellenbosch proceeded with the service of the vehicle.

**5. RECOMMENDATION**

For MPAC consideration.

**6. DISCUSSION / CONTENT**

**6.1 Background**

On 31 May 2022 the municipal vehicle, Hilux Single Cab with registration CL48999 was delivered at Toyota Stellenbosch, service provider in terms of all maintenance and services to the Stellenbosch Municipality.

An official order number was not yet generated in this regard as it was assumed that the maintenance plan was still active. Toyota Stellenbosch accepted the vehicle without this purchase order. It was later established that the maintenance plan has expired, but that the warranty was still valid. The Informal Settlements Department was informed by Wesbank that the vehicle is out of a maintenance plan and that the municipality does not allow self-allocation. However, the service provider, Toyota Stellenbosch proceeded with the service of the vehicle.

---

When the official of the Department Informal Settlements went to collect the vehicle, he was informed that the vehicle may not be removed from Toyota's premises without a purchase order. The vehicle will only be released once payment of R1 376.78 (One Thousand Three Hundred and Seventy Six Rand and Seventy Eight Cents) is made.

## **6.2 Discussion**

In accordance with Section 32(1)(c) Regulation of the Municipal Financial Management Act, 2003, the accounting officer must promptly inform the mayor, the MEC for local government in the province and the Auditor-General, in writing the irregular expenditure.

An administrative error was made which was technical in nature. The delay caused by issuing the pre-approval and the eventual purchase order created a time log which would be detrimental to the vehicle in question, i.e. delay in a regular service can be harmful to engine and gearbox components of the vehicle and eventually reduce its usable lifespan. The official did not benefit from the servicing of the vehicle, but he has ensured that the usable lifespan of the vehicle has been maintained. The work performed was based on the interest of the organization to render the service to the community of the greater Stellenbosch.

Furthermore, the circumstance surrounding the breach is excusable as the intent was in good faith as it was in the interest of service delivery. Without the action of the official, the warranty would have lapsed, and the municipality would be liable for all repairs within the maintenance period.

The official was informed of the breach and a consequence management process was followed though. A discussion was held on 29 June 2022 with all relevant parties as well as the official's Union representative regarding the alleged irregular expenditure that occurred pertaining to the municipal vehicle. The meeting agreed upon a sanction of a written warning for 3 (three) months.

## **7. FINANCIAL IMPLICATIONS**

U-key number 20200706013598 have been utilised and sufficient funds were available to accommodate the amount of R1 376.78 (VAT Inclusive) after the service was delivered.

## **8. LEGAL IMPLICATIONS**

Supply Chain Management Policy;  
Municipal Management Finance Act.

## **9. RISK IMPLICATIONS**

All intent was in good faith, the breach could be attributed to the different interpretations pertaining to the provisions within the SCM Environment.

## **10. MUNICIPAL MANAGER**

The Municipality did receive value for money and service was delivered. However, officials in the SCM value chain are fully aware of the correct procurement process.

The department to conduct a disciplinary enquiry and to ensure proper consequence management.

Feedback on process to be provided to Municipal Manager's Office.



**RECOMMENDATIONS FROM MPAC TO COUNCIL: 2022-08-19: ITEM 5.3**

- (a) that Council takes note of the circumstances as provided in the report;
- (b) that Council certifies the irregular expenditure to the amount of R1 376.76 (including VAT) to Barloworld Toyota Stellenbosch as irrecoverable; and
- (c) that Council writes off the irregular expenditure as irrecoverable in terms of the MFMA Section 32(2).

**FOR FURTHER DETAILS CONTACT:**

|                        |   |
|------------------------|---|
| <b>NAME</b>            | <b>ANTHONY BARNES</b>                                       |
| <b>POSITION</b>        | <b><i>DIRECTOR: PLANNING &amp; ECONOMIC DEVELOPMENT</i></b> |
| <b>DIRECTORATE</b>     | <b><i>PLANNING &amp; ECONOMIC DEVELOPMENT</i></b>           |
| <b>CONTACT NUMBERS</b> | <b><i>021-808 8493</i></b>                                  |
| <b>E-MAIL ADDRESS</b>  | <b><i>Anthony.Barnes@stellenbosch.gov.za</i></b>            |
| <b>REPORT DATE</b>     | <b><i>15 August 2022</i></b>                                |